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SUPREME COURT OF THE UNITED STATES.

No. 162.

ADAM OGILVIE AND AL., APPELLANTS,

vs.

THE KNOX INSURANCE COMPANY AND AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF INDIANA.

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Pleas of the circuit court of the United States for the seventh judicial circuit and district of Indiana, begun, continued, and holden at Indianapolis, in said district, on the seventeenth day of May, in the year of our Lord one thousand eight hundred and fifty-two, before the Hon. Elisha M. Huntington, judge of said district of Indiana.

ADAM OGILVIE, HORATIO J. ANGLE, and WILLIAM ST. JOHN, of Muscatine, and citizens of the State of Iowa, traders in partnership, under the firm of Ogilvie, Angle & Co.; Samuel Gatty, of St. Louis, and a State of Missouri; Walstein S. Brown, of Cincinnati, of the State of Ohio; Wesley Smead and William A. Collard, of Cincinnati, and citizens of the State of Ohio, traders in partnership under the firm of Smead & Co.; Edwin A. Carrington, of St. Louis, and a citizen of the State of Missouri; Joseph H. Conn, of St. Louis, and a citizen of the State of Missouri, who sues for the use of Anderson & Conn, merchants of St. Louis, Missouri; John J. Roe, James Hewitt, and Robert M. V. Kercheval, of St. Louis, and citizens of the State of Missouri, traders in partnership under the firm of Hewitt, Roe & Co.; Enoch York, of Ipsilanti, and a citizen of the State of Michigan; George W. Osborn, of Ipsilanti, and a citizen of the State of Michigan; Frederick Gillett, of Cincinnati, and a citizen of the State of Ohio,

vs.

THE KNOX INSURANCE COMPANY.

In Chancery.

Be it remembered, that the April rules of said court for the year 1852 come now the complainants, by Samuel Judah, solicitor, and file their following bill of complain*ant*, in the words and figures following, to wit:

To the judges of the Circuit Court of the United States for the district of Indiana:

Adam Ogilvie, Horatio J. Angle, and William S. and John, of Muscatine, and citizens of the State of Iowa, traders in partnership under the firm of Ogilvie, Angle & Co.; Samuel Gatty, of St. Louis, and a citizen of the State of Missouri; Walstein S. Brown, of Cincinnati, and a citizen of the State of Ohio; Wesley Smead and William A. Collard, of Cincinnati, and citizens of the State of Ohio, traders in partnership under the firm of Smead &

Co.; Edwin A. Carrington, of St. Louis, and a citizen of the State of Missouri; Joseph H. Conn, of St. Louis, and a citizen of the State of Missouri, who sues for the use of the firm of Anderson & Conn, merchants of St. Louis, Missouri; John J. Roe, James Hewitt, and Robert M. V. Kercheval, of St. Louis, and citizens of the State of Missouri, traders in partnership under the firm of Hewitt, Roe & Co.; Enoch York, of Ipsalanti, and a citizen of the State of Michigan; George W. Osborn, of Ipsalanti, and a citizen of the State of Michigan; Frederick Gillett, of Cincinnati, and a citizen of the State of Ohio—who sue for themselves and such other creditors of the Knox Insurance Company hereafter mentioned as may make themselves parties hereto, bring this their suit against the Knox Insurance Company, a corporation created by an act of the general assembly of the State of Indiana, holding its principal office of business at Vincennes, in said State of Indiana, and a citizen of the said State of Indiana, Levi Sparks, Peter Myers, Dutee Underwood, and Aris, his wife, William Leutze, Thomas W. Prather, James Smith, John Dixon, and Emily C., his wife, Thomas M. Eddy, Benjamin F. Marsh, Hiram Maberry, Woods Maberry, Myron Strattom and Mary A., his wife, James Mitchell, George F. Savitz, William G. Armstrong, Benjamin Taylor, Thomas Taylor, John S. Bottorff, William F. Cullom, Simon Bottorff, Elizabeth Wathen, administratrix of the estate of Athanasius Wathen, now dec'd, Cynthia Maberry, Henry French, Jacob Schwartz, Wm. Logan, John D. Woodburn, Thomas L. Dean and Mary E., his wife, Sarah Maberry, William Hughes, Andrew S. White, Samuel P. Wisaker, William Hughes, and Michael Wolfe, the said Andrew, Samuel, William, and Michael being traders in partnership under the firm of A. S. White & Co.; George W. Schwartz, George Schwartz, John Bottorff, Sophia Bottorff, Samuel Patterson, and Samuel Bottorff, all of Clark county, and citizens of the State of Indiana.

And thereupon your orators complain, that some time on or before the 12th day of February, 1850, the said the Knox Insurance Company was duly organized and transacting business under its act of incorporation, at Vincennes aforesaid, and there and then had authority, under its said act of incorporation, to receive further subscriptions to its capital stock; and thereupon afterwards, at the several times hereinafter mentioned, the said Levi Sparks Dutee Underwood, William Leutz, James Smith, John Dixon, Thomas M. Eddy, Hiram Maberry, Thomas W. Prather, Myrom Stratton, James Mitchell, William G. Armstrong, Benjamin F. Marsh, Benjamin Taylor, John S. Bottorff, Athanasius Wathen, now deceased, Cynthia Maberry, Henry French, Peter Myers, Jacob Schwartz, Carter J. Logan, Thomas L. Dean, Sarah Maberry, the said Andrew S. White, Samuel Wisaker, William Hughes, and Michael Wolfe, under their said firm name of A. S. White & Co., George W. Schwartz, George Schwartz, William Maberry, William F. Cullom, and Sophia Bottorff, became subscribers to the capital stock of the said the Knox Insurance Company, in shares of one hundred dollars each, as follows, to wit: On the 23d day of February, 1850, the said Levi Sparks became such subscriber for ten shares, and in consideration thereof he and the said Peter Myers, as his security, executed their note in favor of the said the Knox Insurance Company, dated on said day, for the sum of nine hundred dollars, and delivered the same to the said company, in whose possession it now is; and for the balance of the said subscription, one hundred dollars, then accepted a bill of exchange drawn on him by the said Simon Bottorff, which said bill was never paid, but was renewed by another bill, dated October 4th, 1850, drawn by the said Simon and accepted by the said Levi, delivered to the said company, and now in their possession, over-due and unpaid.

On the 6th day of April, 1850, the said Dutee Underwood became such subscriber for ten shares, and in consideration thereof paid the sum of one hundred dollars, and executed his note for the further sum of nine hundred dollars, in favor of said company, of that date, and delivered the same to the said company, who now hold the same; and then also the said Dutee, with Aris, his wife, to secure the payment of the money by the said note promised to be paid, conveyed to the said company in mortgage the following real estate, being parts of lots 145 and 144, on Pearl street, in Jeffersonville, Clark county, Indiana, commencing at a stake 40 feet from the northeast corner of lot No. 145, extending thence south along Pearl street, 30 feet to a stake, thence west 107 feet, thence 30 feet, thence east 107, which said mortgage, dated the said 6th day of April, 1850, is now held by said company, and was recorded in the recorder's office of Clark county, Indiana, on the 13th day of April, 1850, in book No. 1, volume letter A, pages 220, 221. On the 6th day of May, 1850, the said William Leutz became such subscriber for ten shares, and in consideration thereof paid the sum of one hundred dollars, and for the remainder of the said subscription, nine hundred dollars, he and one Thomas W. Prather executed their note in favor of the said company, dated the said 6th of May, 1850, and delivered the same to the said company, in whose possession it now is. On the 7th day of May, 1850, the said James Smith became such subscriber for ten shares, and in consideration thereof paid one hundred dollars in cash, and with the said Jacob Schwartz, executed their note for the remainder, nine hundred dollars, dated the said 7th day of May, 1850, in favor of said company, and delivered the same to the said company, in whose possession the same now is. On the 16th day of March, 1850, the said John Dixon became such subscriber for five shares, and in consideration thereof paid the sum of fifty dollars, and executed his note of that date in favor of the said company for the sum of four hundred and fifty dollars, and delivered the same to the said company, in whose possession it now is; and then also the said John Dixon and Emily C. his wife, to secure the payment of the said note, conveyed in mortgage to the said the Knox Insurance Company the following real estate, to wit, lot No. 6, in block 65, in Jeffersonville, Indiana, as appears by the said mortgage deed dated the said 16th March, 1850, and recorded in the recorder's office of Clark county, Indiana, on the 13th April, 1850, in book No. 1, volume 1, letter A, pages 219, 220. On the 4th day of May, 1850, the said Thomas M. Eddy became such subscriber for ten shares, and in consideration thereof, with the said Benj'n F. Marsh, made their note of that date in favor of the said company, and now in possession of the said company, for the sum of nine hundred dollars, and for the balance of the said subscription, one hundred dollars, the said Thomas M. Eddy, on the same day, executed his note in favor of said company, payable on demand, and delivered the same to said company, in whose possession it now is, and unpaid and owing. On the 23d day of February, 1850, the said Hiram Maberry became such subscriber for twenty-five shares of the said stock, and in consideration of twenty-two hundred and fifty dollars, part of the said subscription, on the said day, with the said Woods Maberry, executed their note of that date in favor of said company for said last mentioned sum of money, and delivered the said note to said company, in whose possession it now is; and that on the same day, the said Woods Maberry became such subscriber for twenty-five shares of the said stock, and in consideration of twenty-two hundred and fifty dollars, part of the said subscription, on the same day, with the said Hiram Maberry, executed their note of that date in favor of the said company, for said last mentioned sum of money, and delivered the said note to the said company, in whose possession it now is; and that the remainder of the money due on the said subscription of the said Hiram and Woods, being two hundred and fifty dollars on each, and in the whole five hundred dollars, was secured by a certain bill of exchange, to which the said Hiram Maberry and Woods Maberry were parties, and which was not paid, but was renewed by a certain other bill for the same amount dated October 4th, 1850, drawn by said Hiram and accepted by said Woods, in favor of said company, and now in the possession of said company, over-due, and not paid. On the 7th day of May, 1850, the said Thomas W. Prather became such subscriber for ten shares of the said stock, and on account thereof afterwards paid the sum of one hundred dollars, and for the balance, nine hundred dollars, in consideration thereof, on the said 7th day of May, 1850, with the said William Leutz, executed their note of that date for this amount, in favor of the said company, and delivering the same to the said company, in whose possession it now is. On the 1st day of June, 1850, the said Myrom Strattom became such subscriber for five shares of said stock, and has paid on account thereof in cash fifty dollars, and for the remainder, four hundred and fifty dollars, in consideration thereof, on the said day made his note in favor of said company, of that date and amount, and now in possession of said company, and to secure the payment of the said money in said note promised to be paid, the said Myrom, and Mary A., his wife, by their deed of the said date, conveyed in mortgage to the said company the following real estate, to wit: part of lot No. 213, in Jeffersonville, Indiana, commencing at a stake sixty feet from the northeast corner of said lot, thence along Wall street, south thirty-one feet to a stake, thence west seventy-one feet eight inches, thence north thirty-one feet, thence east seventy-one feet eight inches, as appears by said deed of mortgage, recorded in the recorder's office of Clark county, Indiana, in book No. 1, volume 1, letter A, pages 247, 248.

On the 10th day of May, 1850, the said James Mitchel became such subscriber for ten shares of the said stock, and in consideration thereof, on the said day, with the George F. Savitz, made their note of that date for nine hundred dollars, parcel of the amount of said subscription in favor of the said company, and delivered the same to the said company, in whose possession the same now is; and your orators say, that they have no knowledge of it concerning the remainder of said subscription money, one hundred dollars, and know *but* whether it was paid or secured to be paid, and if secured, how.

On the 4th day of May, 1850, the said William G. Armstrong became such subscriber for twenty shares of said stock, and in consideration thereof, to secure the payment of eighteen hundred , parcel thereof, on the said day, with the said Benjamin F. Marsh, made their note of that date for said sum of money in favor of said company, and delivered the same to said company, in whose possession the same now is; and that the balance of said subscription, being two hundred dollars, was, on the said day, secured to be paid to said company by a bill of exchange for that amount, which said bill of exchange was not paid, but was renewed by a certain other bill of exchange, dated the 30th day of September, 1850, drawn by said Marsh on said Armstrong, and accepted by him in favor of said company for the same sum of money now held by said company, over-due and unpaid.

That on March 16th, 1850, the said Benj'n F. Marsh became such subscriber for twenty shares of the said stock, and in consideration thereof, to secure the payment of eighteen hundred dollars, parcel thereof, on the said day, with the said William G. Armstrong, made their note of that date for that sum in favor of the said company, and delivered the same to the said company, in whose possession it now is; and then, also, on the same day, to secure the sum of two hundred dollars, being the balance of said subscription, the said Benjamin and William made their certain bill of exchange, and delivered the same to said company, and that on the 30th day of September, 1850, the said bill of exchange being then unpaid, was renewed by another bill of the said last date for said amount, drawn by said Armstrong, and accepted by said Marsh, in favor of said company, delivered to and now in the possession of said company, over-due and unpaid.

That on the 8th day of May, 1850, the said Benj'n Taylor became such subscriber for ten shares of the said stock, and on account of such subscription, at some time, paid to the said company the sum of one hundred dollars; and on the said 8th day of May, 1850, to secure the payment of the remainder of the said subscription, being nine hundred , and in consideration thereof, the said Benj. Taylor with the said Thomas Taylor made their note, dated on the said day, for the said sum of money, in favor of the said company, and delivered the same to the said company, in whose possession it now is.

That on the 23d day of February, 1850, the said John S. Bottorff became such subscriber for twenty shares of the said capital stock, and to secure the payment of eighteen hundred dollars, parcel thereof, the said John, with the said William F. Cullom and Simon Bottorff, on the said day, made their note for that amount in favor of the said company, and delivered the same to the said company, in whose possession it now is; and for the balance of the said subscription, being two hundred dollars, the said John and Simon made their bill of exchange of the said date for the said sum of two hundred dollars, and delivered the same to said company, which said bill of exchange was not paid, but afterwards, on the 4th day of October, 1850, was renewed by a certain other bill of exchange of said bill of last mentioned date, in favor of said company, for said sum of money drawn by said Simon on, and accepted by, said John, which was then delivered to the said company, and is now in their possession, over-due and unpaid.

On the 23d day of February, 1850, the said Athanasius Wathen, now deceased, subscribed for fifty shares of the said stock, and to secure the payment of four thousand five hundred dollars, parcel of the sum so subscribed, on the same day the said Wathen and one James Kegion made their note of that date for that sum of money, in favor of the said company, and delivered the same to the said company, in whose possession the same now is; and on the same day the said Athanasius Wathen and said James made their bill of exchange, in favor of said company, for five hundred dollars, the remainder of the amount of said subscription money, which said bill, so made, was not paid, but afterwards,

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on the 28th day of September, 1850, was renewed by a certain other bill of exchange, of the said last mentioned date, for the same sum of money, in favor of the said company, and drawn by said Kegwin on, and accepted by, the said Wathen, now dec'd, which said bill was then delivered to said company, and is now in its possession, over-due and unpaid.

On the 2d day of May, 1850, the said Cynthia Maberry and the said Sarah Maberry each subscribed for five shares of the said stock, and on the same day each of them, with the said Woods Maberry and the said Hiram Maberry for security in each note, made their certain notes, each for four hundred and fifty dollars, parcel of said subscription, dated the said 2d day of May, 1850, in favor of the said company, which said notes were delivered to the said company, and are now in its possession; and to secure the balance of fifty dollars on each of said subscription, in the whole one hundred dollars, in consideration thereof, on the same day the said Woods Maberry and Hiram Maberry made their note, of that date, for that sum of money, payable on demand, in favor of the said company, and delivered the same to the said company, in whose possession it now is, and wholly unpaid.

On the 9th day of March, 1850, the said Henry French became such subscriber for twenty shares of the said stock, and in consideration thereof, for eighteen hundred dollars, parcel thereof, on the said day, with Peter Myers, executed their notes of that date for that sum in favor of the said company, and delivered the same to the said company, in whose possession the said note now is; and on the same day the said Peter Myers became such subscriber, also, for twenty shares of said stock, and in consideration thereof, for the sum of eighteen hundred dollars, parcel thereof, on the same day, with the said Henry French, executed their note in favor of the said company of that date for that sum, and delivered the same to the said company, in whose possession the same now is; and for the balance of the said subsciption, two hundred dollars each, in the whole four hundred dollars. On the said day the said Henry French and Peter Myers made their certain bill of exchange of that date for that sum in favor of said company, which said bill so made was not paid, but was afterwards, on the 30th day of September, 1850, renewed by a certain other bill of exchange, for said sum of four hundred dollars, in favor of said company, and of that date, drawn by said Henry French on, and accepted by, the said Peter Myers, and delivered to the said company, and now in its possession over-due and unpaid.

On the 7th day of May, 1850, the said Jacob Schwartz became such subscriber for ten shares of the said stock, and in consideration thereof, paid the sum of one hundred dollars; and on the said day, to secure the balance of said subscription money, being nine hundred dollars, with the said James Smith, made their note of said date for that amount, and delivered the same to the said company, in whose possession the same now is. On the 4th day of May, 1850, the said Carter J. Logan became such subscriber for ten shares of the said stock, and in consideration thereof, paid the sum of one hundred dollars; and on the said day, to secure the remainder of the said subscription money, being nine hundred dollars, with the said John D. Woodburn, made their note of that date for that sum of money, and delivered the same to the said company, in whose possession the same yet is. On the 2d day of May, 1850, the said Thomas L. Dean became such *such* subscriber for ten shares of the said stock; and on the said day, to secure the same in part, made his note of that date, payable to said company on demand, for the sum of one hundred dollars; and to secure the remainder of said subscription money, being nine hundred , on the same day made his certain other note of the same date in favor of said company for the said last mentioned sum of money, and delivered the said notes so made to the said company, in whose possession the same yet remain; and to secure the payment of the said sum of nine hundred dollars in said last mentioned note mentioned, on the same day the said Thomas and Mary E. his wife, by their deed of that date, conveyed in mortgage to the said company part of lot number ninety-nine, in Jeffersonville, Indiana, commencing at the southeast corner of the said lot, extending thence along Market street sixty feet, thence north one hundred feet, thence west sixty feet, and thence south *on* hundred feet to the beginning, as appears by said mortgage recorded in the recorder's office of Clark county, Indiana, in book No. 1, vol. 1, letter A, pages 227, 228.

That on the 23d day of February, 1850, the said Andrew S. White, Samuel Wisaker, William Huges, and Michael Wolfe, by their said firm name of A. S. White & Co., became such subscribers for forty shares of the said stock, and paid on account thereof four hundred dollars; and to secure the remainder of the said subscription money, being thirty-six hundred dollars, on the same day they in the name of the said firm, and the said Wm. Huges in his own name, made their note of that date for that sum of money in favor of said company, and delivered the same to the said company, in whose possession the same now is. On the 2d day of May, 1850, the said George W. Schwartz became such subscriber for ten shares of the said stock, and paid one hundred dollars on account thereof; and to secure the payment of the balance of the said subscription money, being nine hundred dollars, on the said day the said George W. and the said George Schwartz and Simon Bottorf made their note in favor of said company of that date for the said last mentioned sum of money, and delivered the same to the said company, in whose possession the same yet is.

On the 11th day of April, 1850, the said George Schwarz became such subscriber for ten shares of the said stock, and paid on account thereof one hundred dollars; and to secure the payment of the remainder of the said subscription money, being nine hundred , the said George and the said George W. Schwartz on the said day made their note of that date in favor of the said company for the said last mentioned sum of money, and delivered the same to the said company, in whose possession the same now is.

That on the 22d day of February, 1850, the said William F. Cullom became such subscriber for twenty shares of the said capital stock, and in consideration thereof, to secure the payment of eighteen hundred dollars, parcel thereof, the said William F. Cullom, and the said Simon Bottorff and John S. Bottorff, on the said day made their note for said sum of money in favor of said company, and delivered the same to the said company, in whose possession the same now remain; and that to secure the payment of the remainder of the said subscription money, being two hundred dollars, a bill of exchange was made by said William F. Cullom and delivered to the said company, but was not paid; and was afterwards, on the 28th day of September, 1850, renewed by a bill of exchange of that for the same sum of money in favor of said company, drawn by the said Samuel Patterson on and accepted by the said Cullom, and then delivered to the said company, in *whole* possession the same now is, over-due and unpaid. And that on the 1st day of May, 1850, the said Sophia Bottorff became such subscriber for ten shares of the said capital stock; and to secure the payment of nine hundred dollars, part of the said subscription money, on the said day the said Sophia Bottorff and the said Samuel Bottorff made their note of that date in favor of said company for the said sum of nine hundred dollars, and delivered the same to the said company, in whose possession the same now is; and your orators have no knowledge of the payment or security for the balance of said subscription, being one hundred dollars.

Your orators further state, that all the said bills of exchange are now, and long have been due and payable; but that nothing has been paid on them, and that all the said notes were payable to the order of the said the Knox Insurance Company, and was all made for value received, and payable without relief from the valuation or appraisement laws of the State of Indiana, and that payment of the said notes payable on demand has been often demanded, and particularly on the 1st day of June, 1850, but that no part of any of them has ever been paid, and that all of said notes not stated above to be payable on demand are payable in such sums and at such times as might be duly assessed thereon by order of the directors of said company, to meet the exigencies of said company, and that before any of said subscription was made or notes given by said defendants. On the 12th day of February, 1850, by an order of the said directors, an assessment of 10 per cent. was made on all stock subscribed, or which might be subscribed, to meet which assessment the said bills of exchange and notes payable on demand above mentioned were executed, and the said cash payment made; that afterwards, on the 17th day of December, 1850, a second assessment of 10 per cent. on all stock was made by the said directors, payable in sixty days; that afterwards, on the 11th day of February, 1851, a third assessment was so made of 10 per cent., payable on demand; that on the 13th day of May, 1851, a fourth assessment was so made of thirty per cent., payable on demand; and that on the 28th day of June, 1851, a fifth and last assessment was so made of forty per cent., payable on the 10th day of July then next following; of all which said assessments so made the said defendants, subscribers as aforesaid, had notice, and which said assessments so payable on demand *was* demanded of the said defendants, subscribers as aforesaid, by the said company, on the day said assessments were made, and what all the money by the said defendants in the said bills of exchange and notes promised to be paid, with interest thereon from the , when each of them became due, is due and owing to the said company; and that, as your orators are informed and believe, the said company has not instituted any suit or proceeding at law or in equity on said bills, notes, or mortgages, or any of them, to compel the payment of the money by said bills and notes and mortgages secured, or any part thereof.

Your orators further state, that they severally are creditors of the said the Knox Insurance Company, by reason of losses on policies of insurance issued to them respectively by the said company at various times after the said subscription of the said defendants to the stock of the said company were made as above stated, and in manner following:

The said Adam Ogelvie, Horatio J. Angle, and William St. John, by the consideration of the circuit court of Knox Co., Indiana, at the August term thereof, and on the 20th day of August, in the year 1851, recovered judgment against the said the Knox Insurance Company for the sum of five thousand one hundred and eighty-seven dollars, with interest at the rate of six per cent. per year until paid, and costs, which costs, with the costs of the execution hereafter mentioned, amount to the further sum of three dollars fifty-five cents; and that after the rendition of said judgment, on the 20th day of October, 1851, execution on said judgment of writ of fieri facias was duly issued from the clerk's office of the said court to the sheriff of the said Knox county, to levy the said judgment money, interest and costs, and was on the 4th day of March, 1852, by said sheriff duly returned No property, real or personal, found in my bailiwick, to satisfy the within execution; and that the said judgment remain in full force, unreversed, and wholly unsatisfied, and due and owing. The said Samuel Gaty, by the consideration of the same court, at the same term thereof, on the same day, in the said year as above stated, recovered judgment against the said the Knox Insurance Company for the sum of five hundred and thirty-eight dollars sixty-three cents, with interest thereon from that date until paid, and costs of suit; which costs, and the costs of the execution hereafter mentioned, amount to the further sum of three dollars forty-nine cents.

And that after the rendition of the said judgment, on the 20th day of October, 1851, execution on said judgment, by writ of fieri facias, was duly issued from the clerk's office of the said court to the sheriff of the said Knox county to levy the said judgment, interest and costs, and was afterwards, on the 4th day of March, 1852, returned by said sheriff, that there was no property found in his bailiwick, real or personal, to satisfy the said executions, and that the said judgment remain in full force, unreversed, wholly unsatisfied, and due and owing. The said Walstein S. Brown, by the consideration of the same, at the same terms thereof, on the same day, in the said year as above stated, recovered judgment against the said the Knox Insurance Company for the sum of thirteen hundred and sixty-two dollars and four cents, with interest from that date, until paid, and costs; which said costs, with the costs of the execution hereafter mentioned, amount to the further sum of three dollars and fifty-five cents; and that after the rendition of the said judgment, on the 20th day of October, 1851, execution on said judgment, by writ of fieri facias, was duly issued from the clerk's office of the said court to the sheriff of said Knox county to levy the said judgment money, interest and costs, and was afterwards, on the 4th day of March, 1852, by said sheriff duly returned, that there was no property, real or personal, in his bailiwick to be found to satisfy the same, and that said judgment remain in full force and unreversed, wholly unsatisfied, and due; and that the said Wesley Smead and William Collard, by the consideration of the same court, at the same term thereof, on the same day, in the said year as above stated, recovered judgment against the said the Knox Insurance Co. for the sum of six hundred and eight dollars and ninety-five cents, with interest from that date until paid, and costs of suit; which costs, with the costs of the execution hereafter mentioned, amount to the further sum of three dollars and forty-eight cents; and that afterwards, on the 20th day of October, 1851, execution on the said judgment, by writ of fieri facias, was duly issued from the clerk's office of the said court to the sheriff of said Knox county to levy the said judgment money, interest and costs, and was afterwards, on the 4th day of March, 1852, by said sheriff duly returned, that there was no property, real or personal, in his bailiwick found to satisfy the same, and that the said judgment remain in full force, and unreversed, wholly unsatisfied, and due and owing.

And that the said Edwin A. Carrington, by the consideration of the same court, at the same term thereof, on the 19th day of August, in the said year as above stated, recovered judgment against the said the Knox Insurance Company for the sum of sixteen hundred and seventeen dollars and forty-five cents, with interest from that date until paid, with costs of suit, which costs, with the costs of execution hereinafter mentioned, amount to the further sum of two dollars and sixteen cents; and that afterwards, on the 20th day of October, 1851, execution on the said judgment by writ of fieri facias was duly issued from the clerk's office of the said court to the sheriff of the said Knox county, to levy the said judgment money, interest and costs, and was afterwards, on the 4th day of March, 1852, by said sheriff duly returned, that there was no property found in his bailiwick, real or personal, to satisfy the same, and that the said judgment remain in full force, unreversed, wholly unsatisfied, and due and owing.

And that the said James Hewit, John J. Roe and Robert M. V. Kercheval, by the consideration of the same court, at the same time thereof, on the 20th day of August, in the said year as above stated, recovered judgment against the said the Knox Insurance Company for the sum of four thousand four hundred and thirty-five dollars and sixty cents, with interest from that date until paid, and costs of suit; that afterwards, on the 20th day October, 1851, execution on the said judgment by writ of fieri facias was duly issued from the clerk's office of the said court to the sheriff of Knox county, to levy the said judgment, money, interest and costs, which was afterwards on the 4th day of March, 1852, duly returned by said sheriff, that he had levied the costs aforesaid and the costs of said writ, and also the sum of twenty-two dollars and sixty-six cents on account of said judgment money, and had paid over the same to the plaintiff's attorney, and that there was no more property, real or personal, in his bailiwick found to satisfy the said execution, and that the said judgment remain in full force unreversed, and except as to the said sum of twenty-two dollars and sixty-six cents, paid on the said 4th day of March, 1852, wholly unsatisfied, due and owing; and that the said Enoch York, by the consideration of the said the circuit court of Knox county, Indiana, at the February term thereof, and on the 23d day February, 1852, recovered against the said the Knox Insurance Company the sum of three hundred and thirty-six dollars and ninety-six cents, with interest thereon from that date until paid, and costs, which costs, with the costs of the execution hereafter mentioned, amount to the further sum of one dollar and ninety cents; and that afterwards, on the 5th day of March, 1852, execution by writ of fieri facias, on the said judgment, was duly issued from the clerk's office of the said court to the sheriff of said Knox county, to levy the said judgment interest and costs, and was on the 6th March, 1852, returned by the said sheriff that there was no property, real or personal, found in his bailwick to satisfy the said execution, and that the said judgment remain in full force, unreversed and wholly unsatisfied, due and owing; and that at the same term of the said court, and on the same day in the said year, as above stated, by the consideration of the said court, the said George W. Osborn recovered judgment against the said the Knox Insurance Company for the sum of two thousand and forty dollars, with interest from the said day and costs of suit, which costs, with the costs of the execution hereafter mentioned, amount to the sum of one dollar and ninety cents, and that afterwards, on the 5th day of March, 1852, execution by writ of fieri facias on the said judgment was duly issued from the clerk's office of the said court to the sheriff of the said Knox county to levy the said judgment money, interest and costs, and was afterwards, on the 6th day March, 1852, returned by the said sheriff that there was no property, real or personal, in his bailiwick found to satisfy the same, and that the said judgment remain in full force, unreversed and unsatisfied, due and owing; and at the same term of the said court, and on the same day in the said year, as above stated, the said Frederick Gillett, by the consideration of the same court, recorded judgment against the said the Knox Insurance Company for the sum of one hundred and fifty-five dollars sixty-one cents, with interest from the said day and costs of suit, which costs, with the costs of the execution hereafter mentioned, amount to the further sum of one dollar and ninety cents; and that afterwards, on the 5th day of March, 1852, execution on the said judgment, by writ of fieri facias, was duly issued from the clerk's office of the said court to the sheriff of the said Knox county, to levy the said judgment money, interest and costs, and was afterwards, on the 6th day of March, 1852, by the said sheriff duly returned, that there was no property, real or personal, found in his bailiwick to satisfy the same, and that the said judgment remain in full force, unreversed and unsatisfied, due and owing.

And the complainant further say, that the said the Knox Insurance Company is entirely destitute of property of any sort subject to execution, with which to satisfy any part of the money due by the said several judgments.

And the complainants further say, that they are informed, and believe, that the said several stockholders, made defendants hereto, and their securities, justly owe the several sums of money in the several notes and bills above herein mentioned set forth, with the interest thereon, and that the same should have been paid to and collected by the said the Knox Insurance Company, and the proceeds thereof applied to the payment of the said judgment debts due to your orators, but that, from some cause to your orators unknown, the said the Knox Insurance Company have wholly neglected, and do yet neglect, to collect the same, or by other means of other means the said company have, to pay the said judgments, and the complainants do not know that there are other creditors of the company, or that the said company are possessed of any other assets whatever than the said notes and bills of exchange above stated.

And your orators further state, that they are informed, and believe, that payment of the said bills and notes has been repeatedly requested by the said company of the said defendants, stockholders as aforesaid, and their securities, and that such payment has been refused by said defendants, on the pretence that the said company procured and induced them, the said stockholders respectively, to become such subscribers, as above stated, and to make the said notes and bills, by certain representations concerning the situation, prospects, and actual business of the said company; which representations said stockholders assert were false.

But your orators say that they are advised by their counsel, and believe that it is not material in any way to your orators, or to other persons who may have dealt with the said company, how and why said defendants, or any of them, became members of the said company; that they, the said defendants, did, by becoming such members, give credit to said company, by means whereof your orators were severally induced to deal with said company, and that same time, in spring of 1850, an office of said company, as a branch, was organized at Jeffersonville aforesaid, and advertised as such in the newspapers *their;* and that of said branch office, the said Simon Bottorff, William F. Cullom, William Huges, Levi Sparks, and one James Kegwin, who is not made a defendant, because he is a resident of Louisville, Kentucky, and a citizen of Kentucky, were directors, and the said Simon Bottorff was president, and the said George F. Gavitz was secretary, and that all of said defendants acted in said office in said branch office throughout said year 1850, and that neither of the said defendants, officers as aforesaid, nor any of said defendants, did not, at any time, by any newspaper notice or publications, or notice whatever, in any manner attempt to inform their fellow-men of the facts by them now pretended concerning their connection with the said company, or otherwise caution the public thereof.

To the end, therefore, that the said defendants may, if they can, show why your orators should not have the relief hereby prayed, and may, upon their several and respective equal oaths and according to the best and utmost of their several and respective knowledge, remembrance, information and belief, full, true and perfect answer make to such of the several interrogatories hereinafter mentioned and set forth, as by the note hereunder written they are respectively required to answer, that is to say:

1st. Whether the said Knox Insurance Company was organized and transacting business under its act of incorporation, at Vincennes, on or about the 12th day of February, 1850, and whether it then and there had authority under its said act of incorporation to receive further subscriptions to its capital stock?

2d. Whether the said Levi Sparks, Dutee Underwood, William Leutz, James Smith, John Dixon, Thomas M. Eddy, Hiram Maberry, Thomas W. Prather, Myrom Strattom, James Mitchell, William G. Armstrong, Benjamin F. Marsh, Benjamin Taylor, John S. Bottorff, Athanasius Wathen, now dec'd, Cynthia Maberry, Henry French, Peter Myers, Jacob Schwartz, Carter J. Logan, Thomas L. Dean, Sarah Maberry, the said Andrew S. White, Samuel P. Wisaker, William Huges, and Michael Wolfe, by the said firm name of A. S. White & Co., George W. Schwartz, George Schwartz, William Maberry, William F. Cullom, and Sophia Bottorff, did or did not, respectively, become subscribers to the capital stock of the said the Knox Insurance Company, as herein before stated?

3d. Whether the said defendants did not, each of them, make the notes, bills, and mortgages hereinbefore stated to have been made by them, respectively, and for the consideration here or before stated; and if not for that consideration, for what consideration, and where and when the same were made?

4th. Whether the said bills, notes, and mortgages were dated as hereinbefore stated, and due and payable as hereinbefore stated, and whether any payment has been made, or any of said bills, notes, or mortgages; and if so, when and where and to whom made, and for which sum or sums.

5th. Whether the said assessments in said bill stated were made as in said bill stated; and if not so made, how, and when, and where, and for what sum the same, if any, were made; and whether the defendants, subscribers as aforesaid, had, respectively, notice thereof, and when, and where, and how, if any?

6th. Whether all, and if not all, how much, of the money by the said several bills, notes, and mortgages, promised and secured, is now due and owing, with interest, as hereinabove stated; and if not so due and owing, what part thereof has been paid or discharged, and how and when?

7th. Whether said company have instituted any suit; and if so, what suit, and when and where, to enforce the collections of all or any of the said bills, notes, and mortgages?

8th. Whether the complainants are residents of the places and citizens of the States, respectively, hereinbefore stated?

9th. Whether the defendants are residents and citizens of the places and States hereinbefore mentioned?

10th. Whether the complainants are severally creditors of the said company, as hereinbefore stated, and when, and where, and how the said liabilities accrued?

11th. And whether the said Ogilvie, Angle & Co., Samuel

Getty, Walstein S. Brown, Smead & Co., Edwin A. Carrington, Joseph H. Conn, for the use of Anderson & Conn, Hewitt, Roe & Co., Enoch Yost, George W. Osborn, and Frederick Gillett, recovered judgments, respectively, as is hereinbefore stated; and whether *executing* were issued, as is hereinbefore stated; and whether said executions were returned, as hereinbefore stated, or, if not, what judgments were rendered for said complainants, respectively, and when, and where, and what executions were issued, and how the same was returned?

12th. Whether the said the Knox Insurance Company is or is not at this time entirely destitute of property of any sort subject to execution with which to satisfy any part of the money due by the said several judgments and executions; and if not so destitute, that said defendants, severally, state all they may know concerning said property so possessed by said company, and especially may describe it, and state fully what and where it is?

13th. Whether the said the Knox Insurance Company have made any attempt to collect the several sums of money due on the said several bills, notes, and mortgages, or any of them; and if any, what, and where, and when, and the result thereof?

14th. Whether the payment of the said bills and notes have been repeatedly requested of the said defendants, the makers thereof; and whether such payment has been refused by the said defendants, stockholders as aforesaid, and their securities respectively?

15th. Whether an office of said the Knox Insurance Company, as a branch, was or was not organized at Jeffersonville aforesaid, some time in the spring of 1850, and when, and who were the directors thereof, and who the president and secretary; and whether said office or branch was advertised in the newspapers at Jeffersonville and elsewhere, as being duly constituted, or how and in what newspapers, and from what time to what time, and by whose order said advertisements were made?

16th. Whether the said James Kegwin is or is not a resident of Louisville, and citizen of Kentucky; and if not, of what place he is a resident, and of what State a citizen?

17th. Whether any of said stockholders, or their sureties, defendants hereto, did at any time have any knowledge of the said newspaper advertisements hereinbefore mentioned of the said Jeffersonville branch office; and if so, which of them had or had not such knowledge?

18. And whether any of said defendants at any time adopted any measures to inform the public of the pretences by them now set up against the validity of their subscriptions to said capital stock; and if so, what, and when, and how communicated to the public?

And that the said the Knox Insurance Company may bring here unto court all the said bills, notes, and mortgages, subject to the order of the court; and that an account may be taken of the several sum of money due on the same for principal and interest from the said defendants, respectively, parties thereto; and that the said several sum of money so due may be collected *collected* and may be applied to the payment of the said several judgments for the amount thereof, interest and costs, due as aforesaid to the said complainants, respectively, according to their respective rights, established by their respective diligence therein; and that, for that purpose, this court will take such order to enforce the collection of the said several sums of money due on the said several bills, notes, and mortgages, from the defendants, parties thereto, as may be just and equitable; and that your orators may have such other and further relief as may be just and equitable.

Your orators pray that process of subpœna may be issued directed to the said the Knox Insurance Company, and Levi Sparks, Peter Myers, Dutee Underwood and Aris, his wife, William Leutz, Thomas W. Prather, James Smith, John Dixon and Emily C., his wife, Thomas M. Eddy, Benjamin S. Marsh, Hiram Maberry, Woods Maberry, Myrom Strattom and Mary A., his wife, James Mitchell, George F. Savitz, William G. Armstrong, Benj. Taylor, Thomas Taylor, John S. Bottorff, William T. Cullom, Simon Bottorff, Elizabeth Wathen, administratrix of the estate of Athanasius Wathen, dec'd, Cynthia Maberry, Henry French, Jacob Schwartz, Carter J. Logan, John D. Woodburn, Thomas L. Dean and Mary E., his wife, Sarah Maberry, William Hughes, Andrew S. White, Samuel Wisaker and Michael Wolfe, George W. Schwartz, George Schwartz, John Bottorff, Sophia Bottorff, Samuel Patterson, and Samuel Bottorff, all, except the said company, residents of Clark county, Indiana, to appear and answer this their bill of complaints, &c.

SAMUEL JUDAH,
Compl. Sol., and Coun'l.

Note.—The said defendants are required to answer the several interrogatories set forth in the above bill, as follows:

Each of said several defendants is required to answer each of the interrogatories mentioned, from one to eighteen inclusive, so far as each of said interrogatories relates to their own respective actions and doings, touching the subject-matter of said several interrogations respectively, and also so far as each of said defendants may have any knowledge, information, or belief concerning the subject-matter of said several interrogations.

SAMUEL JUDAH.

On the back of said bill was endorsed the following acknowledgment of service:

I hereby waive actual issuing and service of subpœna in the within suit in chancery on the Knox Insurance Company, and acknowledge service and consent to appear as per rule of court.

April 1st, 1852.

C. M. ALLEN, *P. K. I. C.*

When process was issued in these words, to wit:

The President of the United States of America to the Marshal of the district of Indiana, greeting:

You are hereby commanded to summon the Knox Insurance Company, a corporation created by an act of the general assembly of the State of Indiana, holding its principal office of business at Vincennes, in said State of Indiana, and a citizen of the State of Indiana, Levi Sparks, Peter Myers, Dutee Underwood and Aris, his wife, William Leutz, Thomas W. Prather, James Smith, John Dixon and Emily C., his wife, Thomas M. Eddy, Benjamin S. Marsh, Hiram Maberry, Woods Maberry, Myrom Stratton and Mary A., his wife, James Mitchell, George F. Savitz, William G. Armstrong, Benjamin Taylor, Thomas Taylor, John S. Bottorff, William F. Cullom, Simon Bottorff, Elizabeth Wathen, administratrix of the estate of Athanasius Wathen, now deceased, Cynthia Maberry, Henry French, Jacob Schwartz, Carter J. Logan, John D. Woodburn, Thomas L. Dean and Mary E., his wife, Sarah Maberry, William Hughes, Andrew S, White, Samuel P. Wisaker, William Hughes and Michael Wolfe—the said Andrew, Samuel, William and Michael being traders in partnership under the firm of A. S. White & Co.—George W. Schwartz, George Schwartz, John Bottorff, Sophia Bottorff, Samuel Patterson, and Samuel Bottorff, all of Clark county, and citizens of the State of Indiana, if they may be found in your district, to be and appear at the clerk's office of the circuit court of the United States of America, for the district of Indiana, before the judges thereof, at rules, at Indianapolis, on the first Monday in May next; then and there to answer the exigency of the bill of complaint of Adam Ogilvie, Horatio J. Angle, and William S. Angle, and John Angle, of Muscatine, and citizens of the State of Iowa, traders in partnership under the firm of Ogilvie, Angle & Co.; Samuel Gatty, of St. Louis, and a citizen of the State of Missouri; Walstine S. Brown, of Cincinnati, and a citizen of the State of Ohio; Wesley Smead and William A. Collard, of Cincinnati, and citizens of the State of Ohio, traders in partnership under the firm of Smead & Co.; Edwin A. Carrington, of St. Louis, and a citizen of the State of Missouri; Joseph H. Conn, of St. Louis, and a citizen of the State of Missouri, who sues for the use of the firm of Anderson & Conn, merchants of St. Louis, Missouri; John J. Rose, James Hewitt and Robert M. V. Kercheval, of St. Louis, and citizens of the State of Missouri, traders in partnership under the firm of Hewitt, Roe & Co.; Enoch York, of Ipsilanti, and a citizen of the State of Michigan; Frederick Gillett, of Cincinnati, and a citizen of the State of Ohio, who sue for themselves and such other creditors of the Knox Insurance Company hereafter mentioned as may make themselves parties hereto—filed in the clerk's office of said court, and have you then there this writ.

Witness Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States for the district of Indiana, hereunto affixed at Indianapolis, this 5th day of April, A. D. 1852.
[L. S.]

HORACE BASSETT, *Clerk.*

The defendants will enter their appearance to the complainants' bill of complaint in the clerk's office of said court, on or before the first Monday in May next, or in default thereof the same will be taken pro confesso. April 5th, 1852.

H. BASSETT, *Clerk.*

Which writ was duly delivered to the marshal, and by him returned endorsed as follows, to wit:

Served this process by copy upon Levi Sparks, Peter Myers, Dutee Underwood, William Leutz, Thomas W. Prather, James Smith, John Dixon, Emily C. Dixon, Benjamin S. Marsh, Hiram Maberry, Woods Maberry, Myrom Stratton, Mary A. Stratton, James Mitchell, George T. Savitz, William G. Armstrong, Benjamin Taylor, Thomas Taylor, John S. Bottorff, William F. Cullom, Simon Bottorff, Elizabeth Wathen, Cynthia Maberry, Henry French, Jacob Swartz, Carter J. Logan, John D. Woodburn, Thomas L. Dean, Mary E. Dean, Sarah Maberry, William Hughes, Michael Wolfe, George W. Swartz, George Swartz, Samuel Patterson, Samuel, Bottorff, on the 7th day of April, A. D. 1852, and served by copy upon John Bottorff on the 8th day of April, A. D. 1852; Andrew S. White and Samuel P. Wisaker not found in my district, Aris Underwood and Sophia Bottorff deceased; and served by copy on the 14th day of April, A. D. 1852, upon Thomas M. Eddy.

H. STAPP MARSH.

S. Meredith, *Marshal.*
O. Foote, *Deputy.*

Returnable to the May rule of said court next hereafter, and day is given, &c.

April 5th, 1852.

R. Crawford enters his appearance for all the defendants, except the Knox Insurance Company.

And afterwards, to wit, at the May rules of said court, come now the complainant by their solicitor, and the defendants fail to plead, answer or demur to complainants' bill of complaint herein, and thereupon, on motion of complainants, it is ordered by the court that the default be entered, and day is given.

May 3d, 1852.

And afterwards, to wit, at a circuit court, begun, continued, and holden at Indianapolis, in said district, on the 31st day of May, in the year 1852, that being the 13th judicial day of May term of said court, before the Hon. Elisha M. Huntington, judge of said district of Indiana.

On motion of the complainants by Mr. Judah, their solicitor, it is ordered that said defendant, the Knox Insurance Company, file in the clerk's office of this court all the securities named in the bill in 60 days; and thereupon, on motion of Mr. Crawford, attorney for defendants, the rule for answer is extended to the first rule day of September, and this cause is continued.

And afterwards, to wit, at the September rules of said court, come now the complainant by Samuel Judah, esq., their solicitor, and the defendants having failed to answer to the bill of complaint herein, in discharge of the order heretofore entered against them, but made default, it is therefore, on motion of the complainants, and by reason of the default aforesaid, ordered, adjudged and decreed, that the said bill of complaint, and the matters therein contained, as the same are therein set forth, be held and taken as and for confessed and true against the said defendants, on whom the writ of subpœna was served, and be decreed accordingly.

September 2d, 1852.

And afterwards, to wit, on the 26th day of September of said year, the defendants now come and file their demurrer to complainants' bill of complaint herein.

The demurrer of Levi Sparks, Peter Myers, Dutee Underwood and Aris, his wife, William Leutz, Thomas W. Prather, James Smith, John Dixon and Emily C., his wife, Thomas M. Eddy, Benj. S. Marsh, Hiram Maberry, Woods Maberry, Myrom Stratton and Mary A., his wife, James Mitchell, Geo. F. Savitts, William G. Armstrong, Benj. Taylor, Thos. Taylor, William F. Cullom, Simon Bottorff, Elizabeth Wathen, adm'x of A. Wathen, dec'd, Cynthia Maberry, Henry French, Jacob Schwartz, Carter Logan, Thos. L. Dean and Mary E., his wife, Sarah Maberry, William Hughes, Andrew S. White, Samuel P. Wisaker, William Hughes, and Michael Wolfe, George W. Schwartz, George Schwartz, Sophia Bottorff, Samuel Patterson, and Samuel Bottorff, to the bill of complaint of Adam Ogilvie and others, exhibited in the circuit court of the United States for the district of Indiana, against the Knox Insurance Company, these demurrants and others.

These defendants demur to said bill, and for cause of demurrer show, that the complainants have not, in said bill, stated such a case as entitles them to any of the discovery sought or relief prayed for by said bill. Whereupon these defendants demand the judgment of the court, whether they shall be compelled to make any further answer, &c.

DEWEY & CRAWFORD, p. d.

In my opinion this demurrer is well founded in law.

CHARLES DEWEY, p. d.

STATE OF INDIANA,
Clark County, ss.

Levi Sparks makes oath and says, he is one of the within defendants, and the within demurrer is not intended for delay merely; and further says not.

LEVI SPARKS.

Subscribed and sworn to before me, Thomas Wilson, notary public in and for the county and State aforesaid, this 18th day of Sept., 1852.

THOS. WILSON, *N. P.*

And day is given.

And afterwards, to wit, at a circuit court begun and held at the same place, and on the 24th day of November, in the year 1852, that being the 9th judicial day of the November term of said court, before the Hon. Thomas Drummond, judge by special appointment.

At this time the said the Knox Insurance Company, by Cyrus M. Allen, its president, in pursuance of the order of this court herein heretofore made, brought into court and deliverd to the clerk, subject to the order of the court, the following notes, bills, and mortgages, parcel of the securities set forth in *in* the complainants' bill, viz:

Bill of exchange, Simon Bottorff drawer, Levi Sparks acceptor, Oct. 9, 1830, at 30 days, for....................	$100 00
Note on demand, Levi Sparks drawer, Peter Myers guarantor, Feb. 23, 1850, for..............................	900 00
Note on demand, Dutee Underwood, April 6, 1850.....	900 00
Mortgage of Underwood and wife to secure above note.	
Note on demand, Wm. Leutz drawer, Thomas W. Prather guarantor, May 6, 1850, for..................	900 00
Note on demand, John Dixon drawer, March 16, 1850, for...	450 40
Mortgage of Dixon and wife to secure above note.	
Note on demand, with interest, May 4, 1850, Thos. M. Eddy drawer..	100 00
Note on demand, Thomas M. Eddy drawer, Wood Maberry guarantor, dated May 4, 1850, for...........	900 00
Bill of exchange, Hiram Maberry drawer, Wood Maberry acceptor, at 30 days, dated Oct. 4, 1850, for...	500 00

Note on demand, Hiram Maberry drawer, Wood Maberry guarantor, dated Feb. 23, 1850, for	$2,250 00
Note on demand, Wood Maberry drawer, Hiram Maberry guarantor, dated Feb. 23, 1850, for	2,250 00
Guarantor dated, Thos. W. Prather drawer, Wm. Leutz guarantor, dated May 7th, 1850, for	900 00
Guarantor dated, Myrom Strattom drawer, dated June, 1850, for	450 00
Mortgage of Strattom and wife to secure the above note.	
Note on demand, James Mitchell drawer, George F. Savitz guarantor, dated May 10, 1850, for	900 00
Bill of exchange, Benjamin F. Marsh drawer, Wm. G. Armstrong acceptor, at 30 days, dated Sep. 30, 1850, for	200 00
Note on demand, Wm. G. Armstrong drawer, Benj. F. Marsh guarantor, dated May 4th, 1850, for	1,800 00
Note on demand, Benj. Taylor drawer, Thomas Taylor guarantor, dated May 18, 1850, for	900 00
Note on demand, Athanasius Wathen drawer, James Keigwin guarantor, dated Feb. 23, 1850, for	4,500 00
Bill of exchange, James Keigwin, drawer, Athanasius Wathen acceptor, at 30 days, dated Sept. 28, 1850, for	500 00
Note on demand, Henry French drawer, Peter Myers guarantor, dated March 9, 1850, for	1,800 00
Note on demand, Peter Myers drawer, Henry French guarantor, dated March 9, 1850, for	1,800 00
Bill of exchange, Henry French drawer, Peter Myers acceptor, at 30 days, dated Sept. 30, 1850, for	400 00
Note on demand, Jacob Schwartz drawer, James Smith guarantor, dated May 7, 1850, for	900 00
Note on demand, Carter and Logan drawers, John D. Woodburn guarantor, dated May 4, 1850, for	900 00
Bill of exchange, John Mitchell drawer, William Logan acceptor, at 30 days, dated Oct. 7, 1850, for	100 00
Note on demand, Cynthia Maberry drawer, W. and H. Maberry guarantor, dated May 2, 1850, for	440 00
Note on demand, Sarah Maberry drawer, W. and H. Maberry guarantor, dated May 2, 1850, for	450 00
Note on demand, with interest, W. and H. Maberry drawers, dated May 2, 1850, for	100 00
Note on demand, Thomas L. Dean drawer, with interest from date, dated May 2, 1850, for	100 00
Note on demand, Thomas L. Dean drawer, dated May 2, 1850	900 00
Mortgage of Dean and wife to secure above note.	
Note on demand, A. S. White & Co. drawers, Wm. Hughes guarantor, dated Feb. 23, 1850, for	3,600 00

Note on demand, George W. Schwartz drawer, George Schwartz and Simon Bottorff guarantors, dated May 2, 1850	$900 00
Note on demand, George Schwartz drawer, George W. Schwartz guarantor, dated April 11, 1850, for...	900 00
Note on demand, William F. Cullom drawer, Simon Bottorff, John S. Bottorff, guarantors, dated Feb. 22, 1850, for	1,800 00
Bill of exchange, S. H. Patterson drawer, William F. Cullom acceptor, at 30 days, dated Sept. 28, 1850, for	200 00

And thereupon it is ordered that the clerk receive the same, and hold them subject to the order of the court.

And on the same day and at the same term aforesaid, come now the parties; and thereupon R. Crawford, esq., appearing for all the defendants, except the Knox Insurance Company, moves the court, upon affidavit filed, to set aside the default at rules as to said defendants, and ask leave to withdraw demurrer filed; and thereupon the court, being sufficiently advised in the premises, grant said motion on payment of all costs accrued since the first Monday of September as to all said defendants, except the Knox Insurance Company, and order that said default be set aside, and that said defendants have leave to refile said demurrer.

And day is given the parties.

And on the 11th judicial day of the same term as aforesaid, come the parties, the demurrer to said bill as (refiled) having been submitted and argued before the court, at Chambers; and the court being sufficiently advised, overruled said demurrer.

And afterwards, on the 13th day of the same term as aforesaid, come the parties, and the following defendants, to wit: Levi Sparks, Peter Myers, William H. Cottom, William Leutz, James Mitchell, D. Underwood, Thomas H. Prather, James Smith, Dixon and wife, B. F. Marsh, Hiram Maberry, W. Maberry, Stratton and wife, W. G. Armstrong, B. Taylor, Mrs. Wathen, C. and S. Maberry, H. French, Jacob Schwartz, William Logan, T. H. Dean, A. S. White & Co., G. W. Schwartz, George Schwartz, and S. Bottorff, come and file their several answers; and thereupon it is agreed by the parties, by Samuel Judah for the complainants, and R. Crawford for all the defendants, except the Knox Insurance Company, where any defendants in this suit are sued as securities only, and their principals have answered, and the sureties have not, it is agreed the answers of the principals shall be taken as the answers of their sureties also. It is also agreed that the answer of Eddy and wife would be the same substantially as that of James Mitchell, and the answer of the latter is to stand as that of Eddy and wife, mutatis mutandis.

All exceptions taken to any one of the answers are to be considered as taken to all the other answers, so far as the same are applicable.

And on the same day last aforesaid, the defendants, by R. Crawford, their solicitor, come and file their several separate answers as follows, to wit:

The answer of Peter Myers to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court of the district of Indiana, against the Knox Insurance Company, said Myers, and others.

Said Myers answers as follows:

To 2d inter. That he did not subscribe, nor authorize any person to subscribe, for stock in said In. Co., unless his giving the note and bills, as hereinafter mentioned, was in law such a subscription, which he is advised it was not.

To 3d inter. That he was fraudulently induced, and being so induced, he gave his note and bills, as alleged in pl'tffs' bill; but he did so wholly in consequence of said fraud; and he denies that there was any-valid consideration for said note and bills, or that he is legally bound to pay any part of them.

To 4th inter. That said note and bills were dated, due, and payable, as alleged in pl'tffs' bill, and no payment has been made on said note or said last bills.

To 5th inter. That he admits such calls of payments in said stock were made, as is alluded in *in* pl'tffs' bill, and that he received by mail a notice of one such call of 10 per cent.; and he believes he received but one, and he does not recollect the date of it.

To 6th inter. That his said note and last bill are wholly unpaid; and if valid, they, and all interest thereon, are now due.

To 14th inter. That payment of said note on last bill has not been demanded, otherwise than by said notice mentioned in answer to 5th interrogatory.

He has heard the answer of his co-def't Collum carefully read, and, excepting the responses therein to the 2d, 3d, 4th, 5th, 6th, and 14th interrogatories, said Myers adopts all of said answer as his own, both the part which is responsive to said bill and that which is defensive only, and in all respects he applies the language of it to his own part of this suit; and alleges that the whole of it (except as aforesaid) is true, as to himself and his part of this suit.

P. MYERS.

R. CRAWFORD, *Sol.*

STATE OF INDIANA,
Clark County.

Said Peter Myers makes oath, and says his foregoing answer, so far as stated in his knowledge, is true, and so far as stated on information or belief he believes it to be true.

P. MYERS.

Subscribed and sworn to, this 19th of October, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of Dutee Underwood to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, said Underwood, and others.

Said Dutee Underwood, for himself, answers as follows:

To 2d inter. That he did not subscribe, nor authorize any person to subscribe, for stock in said In. Co., unless his paying the money, giving the note, and procuring a bill to be accepted, as hereinafter mentioned, were in law such a subscribing, which he is advised they were not.

To 3d inter. That he was fraudulently induced, and being so induced, he gave such note and mortgage as alleged in the plt'ffs' bill, and he paid fifty dollars only, (not $100,) as there alleged; and at his request George F. Savitts accepted a bill for $500, payable to said In. Co., which included fifty dollars on account of said Dutee, and was part of the $100 he promised to pay under the fraudulent inducement aforesaid.

To 4th inter. That his said note was dated, due, and payable, as alleged in plt'ffs' bill; he believes said bill accepted by said Savitts was of the same date, but don't recollect when it was payable. No payment has been made on said note, and he is informed and believes *now* has been on said bill.

To 5th inter. That he admits such calls for payment on said stock were made, as alleged in plt'ffs' bill, and he received by mail two or three notices thereof, but not any more than three, and he does not recollect their date, nor the amounts of the calls.

To 6th inter. That his said note is wholly unpaid; and if valid, it and the interest on it are now due; and if valid, said bill for $500 is now due, so far as said $50, and interest on it, are concerned.

To 9th inter. That he is a citizen of Indiana, and a resident of Jeffersonville.

To 14th inter. That payment of his said note has been demanded in no other way than by the notices mentioned in his answer to 5th interrogatory. He has no knowledge or information of any request for said bill to be paid.

He has heard the answer of his co-def't Collum carefully read, and he says the false representations therein alleged were not made by said Carnan directly to said Dutee; but he is informed and believes that said Carnan, when acting as the agent of said In. Co., in endeavoring to obtain notes and bills for such stock at said Jeffersonville, made substantially the same representations to said Savitts; and he alleges that afterwards said Savitts, when acting as the agent of said In. Co., in obtaining said note and money of said Dutee, repeated the same false representations to him; said Dutee did not then know the falsity of said representations, but fully believed them to be true; and it was wholly in consequence of his believing them to be true, that he paid said $50, gave his said note, and procured said Savitts to include $50 on his account in his said bill; which things he would not have done, but for said false representations, and his belief of them. In Sept. or Oct., 1850, (the precise time he does not recollect,) he first became fully informed of the gross falsehood of said representations.

With the above qualifications, and except the responses to the 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, said Dutee adopts the answer of said Collum as his own, and applies the language of it to his part of this case, and alleges that it is true as to him and his part of this case. His wife, Aris Underwood, died Dec. 24th, 1851.

DUTEE UNDERWOOD.

R. CRAWFORD, *Sol.*, p. d.

STATE OF INDIANA,
Floyd County, ss.

Said Dutee Underwood makes oath, and says his foregoing answer so far as stated on his knowledge is true, and so far as stated on information or belief he believes it to be true.

DUTEE UNDERWOOD.

Subscribed and sworn to, this Oct. 13, 1852, before me, a judge of the sup. court of Indiana.

THOS. L. SMITH.

The answer of Levi Sparks to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Sparks and others.

Said Sparks answers as follows:

To 2d inter. That he did not subscribe himself, nor did he authorize any person to subscribe on his account for stock in s'd In. Co., unless his giving his note and bills as hereinafter mentioned was in law a subscription for such stock, which he is advised it was not.

To 3d inter. That he was fraudulently induced, and being so induced, he gave his note and accepted two bills as alleged in pl'ffs' bill, but he did so wholly in consequence of s'd fraud, and he denies that there was any valid consideration for s'd note or bills, or that he is legally bound to pay any part of them.

To 4th inter. That s'd note and bills were dated, due, and payable as stated in pl'ffs' bill, and no payment has been made on s'd note or s'd last bill.

To 5th inter. That he admits such calls of payment on s'd stock were made as alleged in pl'ffs' bill, and he received one, and he is not certain but two, notices of such calls of 10 per cent. each, by mail, and he received no more, and does not recollect the date of the one or two he did receive.

To 6th inter. That his s'd note and last bill are wholly unpaid; and if valid, they and all interest thereon are now due.

To 14th inter. That the payment of his s'd note and last bill have not been demanded of him in any other way than by the notice mentioned by him in his answer to 5th interrogatory.

He has heard the answer of this co-def't Collum carefully read, and he says the false and fraudulently representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan to s'd Sparks, but he is informed and believes s'd Carnan made substantially the same representations to Samuel H. Patterson, Simon Buttorff, and Woods Maberry, and he alleges that s'd Patterson, Buttorff, and Maberry repeated the same to s'd Sparks just before he gave s'd note and accepted s'd first bill; said Carnan when he made s'd representations was acting as the agent of s'd In. Co.; said Sparks fully believed said representations, and had not then the means of knowing them to be false, and he was induced by them to make s'd note and accept said bills, which he would not have done but for s'd false representations. With the above qualification, and excepting the responses therein to the 2d, 3d, 4th, 5th, 6th, and 14th interrogatories, s'd Sparks adopts all of s'd Collum's answer as his own, and in all respects applies its language to his own part of this case, and alleges that the whole of s'd answer (with the above qualification and exceptions) is true as to himself and his part of this case.

LEVI SPARKS.

R. CRAWFORD.

STATE OF INDIANA,
Clark County, *ss.*

S'd Levi Sparks makes oath, and says his above answer as far as stated of his knowledge is true, and as far as stated on information and belief he believes it to be true.

LEVI SPARKS,

Subscribed and sworn to this 15th of Oct., 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of William Leutz to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, said Leutz, and others.

Said Leutz answers as follows:

To 2d inter. That he did not subscribe nor authorize any *to* person to subscribe for stock in s'd In. Co., unless his merely paying the money and giving his note as alleged in pl'ffs' bill was in law a subscribing for such stock, which he is advised it was not.

To 3d inter. That he was fraudulently induced, and being so induced, he paid the $100 and gave his note, as alleged in pl'ffs' bill, *but paid the $100 and gave his note, as alleged in pl'ffs' bill*, but he did so wholly in consequence of s'd fraud, and he alleges there was no valid consideration for s'd note, and that he is not legally bound to pay it.

To 4th inter. That his s'd note was dated, due, and payable, as alleged in pl'ffs' bill, and some of it has been paid.

To 5th inter. That he admits such calls of payment on s'd stock were made, as alleged in s'd bill, and he received but one notice only for a 10 per cent. call, and does not remember the date of it.

To 6th inter. That his s'd note is wholly unpaid; and if valid, it and all interest on it are now due.

To 9th inter. That he is a citizen of the State of Indiana and a resident of Clark county.

To 14th inter. That payment of his s'd note has not been requested of him in any other way than by s'd notice mentioned in his answer to 5th interrogatory.

He has heard the answer of his co-def't Collum carefully read, and he says the false representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan directly to s'd Leutz, but he is informed and believes that s'd Carnan, when acting as the agent of s'd In. Co. in procuring such notes for stock, made substantially the same representations to s'd Savitts, and that said Savitts afterwards, when acting as the agent of s'd In. Co. in procuring s'd Leutz to give his s'd note, and just before the same was given, repeated the same representations to s'd Leutz and s'd Savitts as such agent, and at the same times exhibited to s'd Leutz a paper purporting to be certified by the secretary of s'd In. Co., under its seal, on the 22d of April, 1850, which falsely stated the liabilities of s'd In. Co. on the 31st of March, 1850, were only $1,387 84, and that her profits were over $25,000; said Leutz is since informed and believes that both the statements of s'd paper (which is filed in this suit as Exhibit Z) and s'd representations of s'd Carnan were grossly false, but at the time s'd paper was shown to s'd Leutz and s'd representations were repeated to him, he had no means of knowing their falsity, and he fully believed them, and was wholly induced by them to give said note, and would not have given it but for them and his belief of them. With the above qualification, and excepting the responses to 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, s'd Leutz adopts the whole of s'd Collum's answer as his own, and applies the language of it to his part of this case, and asserts that it is all true as so applied.

WILLIAM LEUTZ.

R. Crawford, p. d.

State of Indiana,
Floyd County, ss.

Said William Leutz makes oath, and says his foregoing answer as far as stated on his knowledge is true, and as far as stated information or belief he believes it true.

WILLIAM LEUTZ.

Subscribed and sworn to this 15th of Oct., 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of James Smith to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Smith and others.

Said Smith answers as follows:

To 2d inter. That he did not subscribe, nor authorize any person to subscribe for any stock in s'd In. Co., unless his paying the money and giving the note, as hereinafter mentioned, was in law a subscription for such stock, which he is advised it was not.

To 3d inter. That he was fraudulently induced, and being so induced, he gave his note and paid s'd $100, as alleged in pl'ffs' bill, but he denies that there was any valid consideration therefor, or that he is legally bound to pay s'd note.

To 4th inter. That s'd note was dated, due and payable as alleged in the pl'ffs' bill, and no payment has been made on it..

To 5th inter. That he admits such calls for payment on s'd stock were made as are alleged in pl'ffs' bill, and that he received one notice only of such a call, by mail, but does not remember the date of it.

To 6th inter. That his s'd note is wholly unpaid; and if valid, it, and all interest on it, is now due.

To 9th inter. That he is citizen of Indiana, and a resident of Clark county.

To 14th inter. That payment of this s'd note has not been requested in any other way than by the notice mentioned in his answer to 5th interrogatory.

He has heard the answer of his co-def't Collum carefully read, and says the false representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan to s'd Smith directly, but were, as he is informed and believes, made by s'd Carnan as such agent to s'd Savitts, and afterwards the same were repeated to s'd Smith by said Savitts when acting as the agent of s'd In. Co. in procuring s'd Smith to give s'd note and pay s'd $100, and just before the same were given and paid; and s'd Savitts also at the same time, while acting as such agent as aforesaid, exhibited to s'd Smith a paper purporting to have been certified by the secretary of s'd In. Co., under its seal, on the 22d of April, 1850, and which falsely stated that the liabilities of s'd In. Co. on the 31st of March, 1850, were only $1,387 84, and the profits of s'd In. Co. were over $25,000, when in fact her liabilities were at that time (as s'd Smith is now informed and believes) *were* many times greater than that amount, but he is not informed what the actual amount was, and her profits were very much less than $25,000, and if anything at all, very little. Said paper is filed in this suit as Exhibit Z. Said Smith is since informed, and he believes s'd statements of s'd paper are both grossly false, and that s'd representations made by s'd Carnan, and it was wholly in consequence of them, and his believing them, that he gave his s'd note and paid s'd $100, neither of which would he have done but for s'd false statements and representations. With the above qualification, and except the responses to 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, s'd Smith adopts all of s'd Collum's answer as his own, and in all respects applies the language of it to his own part of this case, and alleges that it is true as to him and his part of this case.

JAMES SMITH.

R. CRAWFORD, *Sol.*

STATE OF INDIANA,
Floyd County, ss.

Said James Smith makes oath, and says his foregoing answer so far as it is stated in his knowledge is true, and so far as stated on information or belief he believes it to be true.

JAMES SMITH.

Subscribed and sworn to this 15th of October, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The joint answer of John Dixon and Emily C., his wife, *to the wife* to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Dixon and wife, and others.

Said John Dixon, for himself, answers:

To 2d inter. That he did not subscribe, nor authorize any person to subscribe, for stock in s'd In. Co., unless his giving his note and mortgage, as alleged in s'd bill, and his procuring George F. Savitts to accept a bill for $500, payable to s'd In. Co., which included $50 on account of s'd Dixon, was in law such a subscription, which he is advised it was not.

To 3d inter. That he was fraudulently induced, and being so induced, he gave his note and mortgage, as alleged in pl'ffs' bill, and procured s'd Savitts to accept a bill as aforesaid covering $50, on account of s'd Dixon. He does not recollect when s'd bill was payable, but gave s'd note and mortgage, and procured s'd $50 to be so included in s'd acceptance wholly in consequence of s'd fraud, and he denies that there was any valid consideration for his s'd note and mortgage, or for the $50 covered by s'd acceptance, or that he is bound to pay the former, or s'd Savitts the latter.

To 4th inter. That s'd note and mortgage were dated, due, and payable as stated in pl'ffs' bill, and no part of them, or of the $50 covered by s'd acceptance, has been paid, and said Dixon did not pay $50, or any of it, at the time s'd note was given.

To 5th inter. That he admits such calls of payment on s'd stock were made as alleged in pl'ffs' bill, and that he received by mail one notice of such a call of 10 per cent., and he believes he received but one, and he does not recollect the date of it.

To 6th inter. That his s'd note, and the $50 covered in s'd bill, are wholly unpaid; and if valid, the same and all interest therein are now due.

To 14th inter. That the payment of s'd note, and, as he is informed and believes, of s'd bill covering s'd $50, has never been demanded in any other way than by such notices as are mentioned in his answer to 5th interrogatory.

Said Dixon has heard the answer of his co-def't Collum carefully read, and he says the false and fraudulent representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan directly to s'd Dixon, but he is informed and believes that s'd Carnan, as agent of s'd In. Co., made substantially the same false representations to s'd Savitts, and he alleges that said Savitts afterwards, as the agent of s'd In. Co., and at the time and just before s'd note was given, repeated s'd false representations to s'd Dixon, and s'd Savitts, as such agent, at the same time exhibited to s'd Dixon a paper purporting to have been certified by the secretary of s'd In. Co., under its seal, dated April 22d, 1850, which falsely stated the liabilities of s'd In. Co. on the 31st of March, 1850, to have been only $1,387 84, when in fact her liabilities were at that time many times greater than that same. Said paper is filed in this suit as Exhibit Z. Said Dixon is since informed and believes s'd statement in s'd paper is grossly false, and that said representations made by s'd Carnan to s'd Savitts, and repeated by the latter to s'd Dixon, were grossly false and fraudulent, but at the time of giving s'd note and mortgage, and procuring s'd $50 to be included in s'd acceptance, he fully believed s'd statements and representations, and had not then the means of knowing their falsity, and it was wholly in consequence of them, and his believing them, that he gave his s'd note and mortgage, and procured s'd $50 to be covered by s'd acceptance, which he would not have done but for s'd false statement and representations. With the above qualification, and except the responses to 2d, 3d, 4th, 5th, 6th, and 14th interrogatories, s'd Dixon adopts all of s'd Collum's answer as his own, and in all respects applies the language of it to his own part of this suit, and alleges that the whole of s'd answer (with the qualification and exceptions aforesaid) is true as to himself and his part of this case.

And s'd Emily C. answers and admits that she sealed and delivered the mortgage in pl'ffs' bill described; as to all the other matters in s'd interrogatories she knows nothing, and has derived what information she has about from her husband, and she refers to his answer and adopts it as to all s'd other matters.

JOHN DIXON.

R. CRAWFORD, *Sol.*, p. d.

STATE OF INDIANA,
Clark County, ss.

Said John Dixon and Emily C., his wife, severally make oath and say their foregoing answer, as far as it is stated on information or belief they believe it to be true, and so far as it is stated on their knowledge respectively it is true.

JOHN DIXON,
EMILIE C. DIXON.

Subscribed and sworn to by the above named respondents, this 16th of Oct., 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of Hiram Maberry to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Maberry and others.

Said Maberry answers and says:

To 2d inter. That he did not subscribe nor authorize any person to subscribe for stock in s'd In. Co., unless his giving the note and bills described in the bill of complaint were in law such a subscription, which he is advised it was not.

To 3d inter. That he was fraudulently induced as hereinafter mentioned, and being so induced, he gave his note and bills described in the bill of complaint, but he denies that there was any consideration for any of them, or that he is bound to pay them.

To 4th inter. That his s'd note and bills were dated, due and payable as alleged in bill of complaint, and no payment has been made in s'd note or last bills.

To 5th inter. That he admits such calls for payment on s'd stock as are stated in bill of complaint, and he received by mail one, and perhaps two or even three notices of such calls, which he believes was for 10 per cent., but does not recollect their date, nor believe he received any more than the notice above stated.

To 6th inter. That his s'd note and last bill are wholly unpaid; and if valid, they and all interest on them are now due.

To 9th inter. That he is a citizen of the State of Indiana, and a resident of Jeffersonville.

To 14th inter. That payment of his said note and last bill has not been requested of him in any other way than by the notice stated in his answer to 15th interrogatory.

He has heard the answers of his co-def'ts Collum and Woods Maberry carefully read, and says the false representations therein stated were not made by s'd Carnan directly to s'd Hiram, but he is informed and believes that s'd Carnan, when acting as the agent of s'd In. Co. in endeavoring to procure notes and bills for such stock at Jeffersonville, made the same representations to s'd Collum, Woods, James Kergwin, John S. Bottorff and others, and that said Woods, and others, just before he made his said note and first bill, repeated substantially the same false representations to him; that he did not then know their falsity, but believed them to be true and wholly in consequence *through* he gave s'd note and bills, which otherwise he would not have done. Since he gave his s'd last bill he has discovered that all of s'd representations were grossly false. With the above qualifications, and except the responses of s'd Collum and Woods to 2d, 3d, 4th, 5th, 6th, 9th and 14th interrogatories, s'd Hiram adopts the answers of s'd Collum and Woods, and applies the language thereof to his part of this case, and alleges it is true as applied to him and his part of this case.

R. CRAWFORD, p. a.

STATE OF INDIANA, CLARK COUNTY, *ss.*

Said Hiram Maberry makes oath, and says his foregoing answer so far as stated in his knowledge is true, and so far as stated in information or belief he believes it to be true.

HIRAM MABERRY.

Subscribed and sworn to this 16th of October, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of Woods Maberry to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Maberry and others.

Said Woods Maberry answers as follows:

To the 2d inter. That he did not subscribe, nor authorize any person to subscribe, for stock in s'd In. Co., unless his giving the note and bills mentioned in the pl'tffs' bill was in law such a subscription, which he is advised it was not.

To 3d inter. That he was fraudulently induced, as hereinafter mentioned, and being so induced, he gave the note and bills named in the p'lffs' bill; but he denies that there was any valid consideration for them, or that he is legally bound to pay any of them.

To 3d inter. That he was fraudulently induced *he gave* the note and bills named in pl'tiffs' bill, but he denies that there was any valid consideration for them, or that he is legally bound to pay any of them.

To 4th inter. That s'd notes and bills were dated, due, and payable, as stated in pl'tiffs' bill, and no payment has been made on s'd note or s'd last bill.

To 5th inter. That he admits such calls of payment in s'd stock, as alleged in s'd bill, and that he received by mail two or three notices of such calls—is not certain he received more than two, but did not more than three, and does not recollect their dates; he thinks they were all for 10 per cent. calls.

To 6th inter. That his s'd note and last bill are wholly unpaid; and if valid, they, and all interest on them, are now due.

To 9th inter. That he is a citizen of the State of Indiana, and a resident of Jeffersonville.

To 14th inter. That payment of this s'd note and last bill have not been requested in any other way than by s'd notices mentioned in his answer to 5th interrogatory.

He has heard the answer of his co-def't Collum carefully read, and says that s'd Carnan, when acting as the agent of s'd Insurance Co., in endeavoring to obtain notes and bills for stock in said In. Co., and just before s'd Maberry gave his s'd note and first bill, made substantially the same representations to him as those set forth in s'd Collum's answer, except s'd Maberry does not recollect that s'd Carnan stated to him the amount of funds which s'd In. Co. there had on hand, otherwise than as a large amount, and s'd Carnan at the same time told s'd Maberry that s'd In. Co. had been doing a very prosperous business; said Carnan also made (as s'd Maberry is informed and believes) substantially the same representations to James Keigwin, John S. Bottorff, who also repeated them to s'd Maberry just before he gave his s'd note and first bill; when he gave his s'd notes and bills he did not know the falsity of any of s'd representations, but he fully believed them, and it was wholly in consequence of them and his believing them that he gave his s'd note and bills, none of which would he have given but for s'd representations, and his belief of them; since he gave s'd last bill, he has ascertained that all of s'd representations are grossly false.

With the above qualifications, and except the answers therein to 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, s'd Maberry adopts all of s'd Collum's answer as his own, and applies all the language of it to his own part of this case, and says it is true as applied to him and his part of this case.

R. CRAWFORD, *Sol.*, p. d.

STATE OF INDIANA,
County, *ss*.

Said Woods Maberry makes oath, and says his foregoing answer so far as stated on his knowledge is true, and so far as stated on his information or belief he believes it to be true.

W. MABERRY.

Subscribed and sworn to Oct. 16th, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of Thomas W. Prather to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court, against the Knox Insurance Company, s'd Prather and others.

Said Prather answers as follows:

To 2d inter. That he did not subscribe nor authorize any person to subscribe for stock in s'd In. Co., unless his giving the note and paying the $100 stated in the bill of complaint was in law such a subscribing, which he is advised it was not.

To 3d inter. That he was fraudulently induced, and in consequence thereof he gave the note, and paid the $100 stated in the bill of complaint; but he denies that there was any consideration for s'd note, or that he is legally bound to pay any part of it.

To 4th inter. That his s'd note was dated, due, and payable as stated in complainants' bill, and no part of it has been paid.

To 5th inter. That he admits such calls as are stated in bill of complaint were made for payment on s'd stock, and he thinks he received by mail one notice of two such calls of 10 per cent. each, and does not believe he received more than one, and does not recollect the dates of them.

To 6th inter. That his s'd note is wholly unpaid; and if valid, *it all interest in it are now then.*

To 9th inter. That he is a citizen of the State of Indiana, and a residentent of Clark county.

To 14th inter. That payment of his s'd note has not been requested in any other way than by the notices stated in his answer to 5th interrogatory. He has heard the answer of his co-def't Collum carefully read, and he says the false representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by said Carnan to said Prather directly; but he is informed and believes that s'd Carnan made substantially the same representations when acting as the agent of s'd In. Co. in procuring such notes to be given for s'd stock at Jeffersonville to George F. Savitts, and that he, Savitts, afterwards, when acting also as the agent of s'd In. Co. in procuring s'd Prather to give his said note, and just before it was given, repeated the same representations to s'd Prather; and s'd Savitts at the same time, while acting as such agent, either showed s'd paper filed in this suit as Exhibit Z to s'd Prather or stated to him the contents of it (s'd Prather is not certain which); said Prather did not then know the falsity of s'd representations made by s'd Carnan, and repeated to him, and of the statements of s'd paper Z; but he believed all of them, and wholly in consequence thereof gave his s'd note, which otherwise he would not have done. He has since, to wit, about Sept. or Oct., 1850, discovered that s'd representation and s'd paper Z are both grossly false.

With the above qualifications, and except the answers therein to 2d, 3d, 4th, 5th, 6th, 9th and 14th interrogatory, said Prather adopts all the answer of s'd Collum as his own, and alleges that its language is true as applied to him his part of this case.

THOS. W. PRATHER.

R. Crawford, p. d.

State .

Thomas W. Prather makes oath, and says his foregoing answer so far as stated on his knowledge is true, and so far as stated in his information or belief he believes it to be true.

THOS. W. PRATHER.

Sworn to this 16th of Oct., 1852, before me, a judge of sup. court of Indiana.

THOS. L. SMITH.

The answer of James Mitchell to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana against the Knox Insurance Co., s'd Mitchell and others.

Said Mitchell saving and answers as follows:

To 3d inter. That he was fraudulently induced, and being so induced, he did give his note for the amount, and with the security stated in pl'ff's bill, and he also procured John Mitchell to draw a bill of about the same date for $500, payable to s'd In. Co., and accepted by George F. Savitts, and which included $100 on account of s'd James Mitchell, but he did so wholly in consequence of s'd fraud, the particulars of which are hereinafter stated, and he denies that there was any valid consideration for s'd note or s'd bill, or that he is legally bound to pay any part of them.

To 4th inter. That s'd note was dated, due and payable as stated in pl'ffs' bill, and s'd accepted bill, as his answer to 3d interrogatory, and no payment has been made thereon.

To 5th inter. That he admits such calls of payment on s'd stock were made, as alleged in pl'ffs' bill, and he does not think he received by mail any notice of any such call.

To 6th inter. That his s'd note and bill are wholly unpaid; and if valid, they and all the interest thereon are now due.

To 14th inter. That the payment of his s'd note and bill have never been requested of him.

Said Mitchell has heard the answer of his co-def't, Collum, carefully read, and he says the false and fraudulent representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan to s'd Mitchell; but he is informed and believes that s'd Carnan, when so acting as the agent of s'd In. Co., made substantially the same representations to s'd Savitts, and he alleges that the same were repeated to him by s'd Savitts when acting as agent of s'd In. Co. at the time and just before s'd Mitchell gave s'd note, and drew said bill; and s'd Savitts, assuch agent, at the same time exhibited to s'd Mitchell a paper, purporting to be certified by the secretary of s'd In. Co. under its seal in the 22d of April, 1850, which falsely stated the liabilities of s'd In. Co. to have been in the 31st of March, 1850, only $1,387 84, when, in fact, her liabilities were at that date many times greater than that amount, to wit, not less than $, as s'd Mitchell is informed and believes, and he is now also informed and believes s'd secretary well knew s'd statement was not correct when it was made. Said paper is made a part of this answer, and filed with it as Exhibit Z. Said Mitchell fully believed s'd representations and the statements of s'd paper, and had not then the means of knowing their falsehood, and he was induced by them to make s'd note, and have s'd bill drawn and accepted, which he would not have done had it not been for s'd false representations, and the false statements of s'd paper. With the above qualifications, and excepting s'd Collum's responses to the 4th, 5th, 6th and 14th interrogatories, s'd Mitchell adopts all of s'd answer of Collum as his own, and in all respects applies the language of it to his own part of this case, and alleges that the whole of s'd answer (with the qualification and excepting aforesaid) is true as to himself and his part of this case.

JAMES MITCHELL.

R. CRAWFORD, *Sol'r.*

STATE OF INDIANA,
Clark County, ss.

Said James Mitchell makes oath, and says his foregoing answer so far as stated of his knowledge is true, and so far as stated on information or belief he believes it to be true.

JAMES MITCHELL.

Subscribed and sworn to this 15th of Oct., 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of William G. Armstrong to the bill of complaint of Adam Ogilvie and others exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Armstrong, and others.

Said Armstrong answers as follows:

To 2d inter. That he did not subscribe, nor did he authorize any person to subscribe, for stock in s'd In. Co., unless his giving his note and bills described in the bill of complaint was in law such a subscribing, which he is advised it was not.

To 3d inter. That he was fraudulently induced, as hereinafter stated, and, being so induced, he gave the notes and bills described in the bill of complaint; but he denies that there was any valid consideration therefor, or that he is legally bound to pay his s'd note and last bill.

To 4th inter. That his s'd note and bills were dated, due and payable as alleged in complainants' bill, and no part of s'd note or last bill has been paid.

To 5th inter. That he admits such calls for payment on stock were made as are stated in the bill of complaint, and he may have received by mail one notice of such a call, but not more, and he does not recollect its date.

To 6th inter. That his s'd note and last bill are wholly unpaid; and if valid, they and the interest on them are now due.

To 9th inter. That he is a citizen of the State of Indiana, and a resident of Jeffersonville.

To 14th inter. That payment of his s'd note and last bill has not been demanded in any way—are less by such notice as is stated in his answer to 5th inter.

He has heard the answer of his co-def't Collum carefully read, and says that the false representations therein set forth were not made to him directly by s'd Carnan, but he is informed, and believes, that s'd Carnan, while acting as the agent of s'd Ins. Co., in endeavoring to procure such notes and bills for stock, at Jeffersonville, made substantially the same representations to George F. Savitts, who afterwards, when acting also as the agent of s'd In. Co. in procuring s'd Armstrong to give his s'd note and bills, and immediately before the same were given, repeated the same representations to s'd Armstrong; said Savitts, at the same time, exhibited to said Armstrong a paper which is filed in this suit as Exhibit Z, and which purports to have been certified by the secretary of s'd In. Co., under its seal, on the 22d of April, 1850, and which stated the liabilities of s'd In. Co., on the 31st of March, 1850, to have been only $1,387 84, and the profits of s'd In. Co., after satisfying all her liabilities, to have been, on the same day, over $25,000. Said Armstrong did not then know the falsity of s'd representations repeated to him by s'd Savits of the statements of s'd paper Z, but fully believed them, and wholly in consequence of them, his belief, gave his s'd note and s'd bills, which he would not have done but for s'd representations and statements, which since he accepted s'd last bill he has discovered were grossly false and fraudulent.

With the above qualifications, and except the responses of s'd Collum to 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, s'd Armstrong adopts the whole of s'd Collum's answer as his own, and applies the language of it to his part of this case, and alleges that it is true as applied to him and his part of this case.

WM. G. ARMSTRONG.

R. Crawford, p. d.

State of Indiana,
Clark County, ss.

Said William G. Armstrong makes oath, and says his foregoing answer so far as stated on his knowledge is true, and so far as stated on informa or belief he believes it to be true.

WM. G. ARMSTRONG.

Subscribed and sworn to this 16th of October, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of Benj. F. Marsh to the bill of complaint of Adam Ogilvie and others, in the United States circuit court, against the Knox Insurance Company, s'd Marsh, and others.

Said Marsh answers as follows:

To 2d inter. That he did not subscribe, nor authorize any person to subscribe, for stock in s'd In. Co., unless his giving his note and bills stated in the bill of complaint were in law such a subscribing, which he is advised they are not.

To 3d inter. That he was fraudulently induced, and did give his note and bills stated in the bill of complaint, but he did so wholly in consequence of the fraud hereinafter set forth *forth;* and he denies that there was any valid consideration for s'd note and bills, or that he is legally bound to pay s'd note and last bill.

To 4th inter. That his said note and bills were dated due and payable as stated in bill of complaint, and no part of s'd note or last bill has been paid.

To 5th inter. That he admits such calls for payments on the stock of s'd In. Co. were made as are stated in the bill of complaint, and that he received by mail a notice of one such call for 10 per cent., and he received no more than one, and does not remember date.

To 6th inter. That his s'd note and last bill are wholly unpaid; and if valid, they, and all interest on them, are now due.

To 9th inter. That he is a citizen of the State of Indiana, and a resident of Jeffersonville.

To 14th inter. That payment of his s'd note last bill has been requested of him in no other way than by the notice stated in his answer to 5th interrogatory.

He has heard the answer of his co-def't Collum carefully read, and excepting the answers therein to the 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, he adopts the whole of it as his s'd and Marche's own answer, and alleges that the language of it is true as applied to him and his part of this case.

BENJ. F. MARSH.

R. CRAWFORD, p. d.

STATE OF INDIANA,
Clark County, ss.

Said Benj. F. Marsh makes oath, and says that his foregoing answer so far as stated on his information is true, and so far as stated on information or belief he believes it is true.

BENJ. F. MARSH.

Subscribed and sworn to this 16th of October, 1852, before me, a judge of the sup. court of Indiana.

THOS. L. SMITH.

The answer of Benjamin Taylor to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox In. Co., said Taylor and others.

Said Taylor answers as follows:

To 2d inter. That he did not subscribe, nor authorize any person to subscribe, for any stock in s'd In. Co., unless his giving his note and paying $100, as is hereinafter stated, was in law such a subscription, which he is advised it was not.

To 3d inter. That he was induced fraudulently, and, being so induced, he gave his s'd note and paid s'd $100, as alleged in pl'tiffs' bill; but he denies that there was any valid consideration therefor, or that he is legally bound to pay any of s'd note.

To 4th inter. That s'd note was dated, due and payable, as alleged in pl'tiffs' bill, and no payment has been made on it.

To 5th inter. That he admits that such calls of payment on stock were made, as are alleged, and that he had one notice of two such calls, and no more; s'd notice was dated Feb. 13th, 1851.

To 6th inter. That his note is wholly unpaid; and if valid, it and all interest on it is now due.

To 14th inter. That payment of his s'd note has not been requested, in any other manner than by the notices mentioned in his answer to 5th interrogatory.

He has heard the answer of his co-def't Collum carefully read, and he says the false representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan directly to s'd Taylor, but were, as he is informed and believes, made by s'd Carnan, as such agent of s'd In. Co., to George F. Savitts, and afterwards the same were repeated to s'd Taylor, at and just before his s'd note was made by s'd Savitts, acting as the agent of s'd In. Co.; and s'd Savitts, as such agent of the same time, exhibited to s'd Taylor a paper purporting to be certified by the secretary of s'd In. Co., under its seal, on the 22d of April, 1850, which falsely stated the liabilities of s'd In. Co., on the 31st of March, 1850, to have been only $1,387 84, when, in fact, her liabilities at that time (as s'd Taylor is now informed and believes) were many times greater than that amount, but he is not informed what the actual amount was. Said paper is filed in this suit as Exhibit Z. Said Taylor is now informed and believes the statement of s'd paper is grossly false, and that s'd representations made by s'd Carnan to s'd Savitts, and repeated by the latter to s'd Taylor, were also grossly false and fraudulent, but at the time of giving his s'd note s'd Taylor had not the means of knowing such falsehood; and he fully believed the statement of s'd paper and s'd representations, and it was wholly in consequence of them and his believing them, that he gave his s'd note and paid s'd $100, neither of which would he have done but for s'd false statement and representations.

With the above qualifications, and except the responses to 2d, 3d, 4th, 5th, 6th and 14th interrogatories, s'd Taylor adopts all of s'd Collum's answer as his own, and in all respects applies the language of it to his own part of this case, and alleges it is true as to himself and his part of this case.

BENJAMIN TAYLOR.

R. CRAWFORD, *Sol'r.*

STATE OF INDIANA,
Clark County, ss.

Said Benjamin Taylor makes oath, and says his foregoing answer so far as stated on his knowledge is true, and so far as stated on information or belief he believes it to be true.

BENJAMIN TAYLOR.

Subscribed and sworn to this Oct. 15, 1852, before me, a judge of sup. court of Indiana.

THOS. L. SMITH.

The answer of Samuel Buttorff to the bill of complaint of Adam Ogilvie and others, exhibited in the United States court for the district of Indiana, against the Knox In. Co. and s'd Buttorff and others.

Said Buttorff answers and says as follows:

To 2d inter. That he is informed and believes that s'd Sophia Buttorff did not subscribe, nor authorize any person to subscribe, for stock in s'd In. Co., unless her giving her note and procuring Simon Buttorff to accept a bill, as hereinafter mentioned, was such a subscription in law, which he is advised it was not.

To 3d inter. That he is informed and believes she was fraudu-

and excepting the answers therein to the 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, he adopts the whole of it as his s'd and Marche's own answer, and alleges that the language of it is true as applied to him and his part of this case.

BENJ. F. MARSH.

R. CRAWFORD, p. d.

STATE OF INDIANA,
Clark County, ss.

Said Benj. F. Marsh makes oath, and says that his foregoing answer so far as stated on his information is true, and so far as stated on information or belief he believes it is true.

BENJ. F. MARSH.

Subscribed and sworn to this 16th of October, 1852, before me, a judge of the sup. court of Indiana.

THOS. L. SMITH.

The answer of Benjamin Taylor to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox In. Co., said Taylor and others.

Said Taylor answers as follows:

To 2d inter. That he did not subscribe, nor authorize any person to subscribe, for any stock in s'd In. Co., unless his giving his note and paying $100, as is hereinafter stated, was in law such a subscription, which he is advised it was not.

To 3d inter. That he was induced fraudulently, and, being so induced, he gave his s'd note and paid s'd $100, as alleged in pl'tiffs' bill; but he denies that there was any valid consideration therefor, or that he is legally bound to pay any of s'd note.

To 4th inter. That s'd note was dated, due and payable, as alleged in pl'tiffs' bill, and no payment has been made on it.

To 5th inter. That he admits that such calls of payment on stock were made, as are alleged, and that he had one notice of two such calls, and no more; s'd notice was dated Feb. 13th, 1851.

To 6th inter. That his note is wholly unpaid; and if valid, it and all interest on it is now due.

To 14th inter. That payment of his s'd note has not been requested, in any other manner than by the notices mentioned in his answer to 5th interrogatory.

He has heard the answer of his co-def't Collum carefully read, and he says the false representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan directly to s'd Taylor, but were, as he is informed and believes, made by s'd Carnan, as such agent of s'd In. Co., to George F. Savitts, and afterwards the same were repeated to s'd Taylor, at and just before his s'd note was made by s'd Savitts, acting as the agent of s'd In. Co.; and s'd Savitts, as such agent of the same time, exhibited to s'd Taylor a paper purporting to be certified by the secretary of s'd In. Co., under its seal, on the 22d of April, 1850, which falsely stated the liabilities of s'd In. Co., on the 31st of March, 1850, to have been only $1,387 84, when, in fact, her liabilities at that time (as s'd Taylor is now informed and believes) were many times greater than that amount, but he is not informed what the actual amount was. Said paper is filed in this suit as Exhibit Z. Said Taylor is now informed and believes the statement of s'd paper is grossly false, and that s'd representations made by s'd Carnan to s'd Savitts, and repeated by the latter to s'd Taylor, were also grossly false and fraudulent, but at the time of giving his s'd note s'd Taylor had not the means of knowing such falsehood; and he fully believed the statement of s'd paper and s'd representations, and it was wholly in consequence of them and his believing them, that he gave his s'd note and paid s'd $100, neither of which would he have done but for s'd false statement and representations.

With the above qualifications, and except the responses to 2d, 3d, 4th, 5th, 6th and 14th interrogatories, s'd Taylor adopts all of s'd Collum's answer as his own, and in all respects applies the language of it to his own part of this case, and alleges it is true as to himself and his part of this case.

BENJAMIN TAYLOR.

R. CRAWFORD, *Sol'r.*

STATE OF INDIANA,
Clark County, ss.

Said Benjamin Taylor makes oath, and says his foregoing answer so far as stated on his knowledge is true, and so far as stated on information or belief he believes it to be true.

BENJAMIN TAYLOR.

Subscribed and sworn to this Oct. 15, 1852, before me, a judge of sup. court of Indiana.

THOS. L. SMITH.

The answer of Samuel Buttorff to the bill of complaint of Adam Ogilvie and others, exhibited in the United States court for the district of Indiana, against the Knox In. Co. and s'd Buttorff and others.

Said Buttorff answers and says as follows:

To 2d inter. That he is informed and believes that s'd Sophia Buttorff did not subscribe, nor authorize any person to subscribe, for stock in s'd In. Co., unless her giving her note and procuring Simon Buttorff to accept a bill, as hereinafter mentioned, was such a subscription in law, which he is advised it was not.

To 3d inter. That he is informed and believes she was fraudulently induced, and, being so induced, she gave the note stated in the pl'tiffs' bill, with s'd Samuel as security, and procured s'd Simon to accept a bill for $700, payable to s'd In. Co., which included $100 on her account; but s'd Samuel is informed and believes she did so wholly in consequence of s'd fraud, and he denies that there was any valid consideration for s'd note and s'd bill as to s'd $100, or that he is legally bound to pay s'd note, or s'd Simon s'd part of s'd bill.

To 4th inter. That he admits s'd note was dated, due and payable, as stated in pl'tiffs' bill, and that s'd bill of exchange was stated in his answer to 3d interrogatory, and he is informed and believes no payment has been made on either of them.

To 5th inter. That he admits such calls of payment on s'd stock, as alleged in pl'tiffs' bill, and that s'd Sophia received two notices by mail of two calls, of 10 per cent. each, and he believes she received but s'd two, and he does not know the dates of them.

To 6th inter. That he admits s'd note and bill are wholly unpaid; and if valid, they and all interest on them are now due.

To 14th inter. That he is informed and believes that payment of s'd note and bill has not been demanded in any other way than by such notices, as are mentioned in his answer to 5th interrogatory.

Said Samuel has heard the answer of his co-def't Collum carefully read, and he says, he is informed and believes that the false representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan to s'd Sophia, but were made by him, as such agent, to s'd Simon, who repeated them to s'd Sophia at the time, and just before she gave s'd note; and s'd Simon also, at the same time, informed her of the amount of s'd In. Co.'s liabilities, the 31st of March, 1850, as appeared by s'd paper, Exhibit Z, described in def't Mitchell's answer. Said Samuel is informed and believes that s'd statement of the amount of liabilities in s'd paper is false and fraudulent, but that s'd Sophia believed s'd statement and the false representations repeated to her by said Simon, as aforesaid, and had then no means of knowing their falsity, and that she gave s'd note and procured s'd $100, to be covered in s'd acceptance, wholly in consequence of s'd false statement and representations, and would not have done so but for s'd statement and representations.

With the above qualifications, and excepting the responses to 2d, 3d, 4th, 5th, 6th and 14th interrogatories, s'd Samuel adopts all of s'd Collum's answer, and alleges, that, as he believes, the whole of its language is applicable to his part of this suit, and with the above qualifications and exceptions, he is informed and believes the whole of it is true as to himself, and *has* part of this case.

Said Sophia died Sept. 26th, 1851, and no person has taken letters of administration on her estate.

SAMUEL BOTTORFF.

R. CRAWFORD, *Sol.*

STATE OF INDIANA,
Clark County, *ss.*

Said Samuel Bottorff makes oath, and says his foregoing answer so far as stated on his knowledge is true, and so far as stated on information and belief he believes it to be true.

SAMUEL BOTTORFF.

Subscribed and sworn to, this 15th of October, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of Elizabeth Wathen, as administratrix of Athanasius Wathen, dec'd, to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Elizabeth, and others.

Said Elizabeth answers as follows:

To 2d inter. That she is informed and believes s'd decedent did not subscribe nor authorize any person to subscribe for stock in s'd In. Co., unless his giving the note and bills mentioned in the bill of complaint were in law such a subscribing, which she is advised they were not.

To 3d inter. That she is informed and believes s'd decedent was fraudulently induced; and being so induced, he gave s'd note and bills, but he gave them wholly in consequence of s'd fraud; and she alleges there was no valid consideration for them, and that she is not legally bound to pay any of them.

To 4th inter. That said note and bills were dated, due, and payable, as stated in bill of complaint; and no part of s'd note and last bill has been paid, as she is informed and believes.

To 5th inter. That she has no knowledge, information, or grounds of belief, except the statements of the bill of complaint, whether any such calls were made for payment of stock, as alleged in bill of complaint, or whether any notice thereof was given to s'd decedent.

To 6th inter. That she is informed and believes s'd note and last bill are wholly unpaid; and if valid, they, and all interest on them, are now due.

To 9th inter. That she is a citizen of the State of Indiana, and a resident of Jeffersonville.

To 14th inter. That she has no knowledge, information, or many of beliefs, except the statements of the bill of complaint, whether payment of s'd note or last bill was ever in any way requested of s'd decedent; it has not been of her.

She admits the death of s'd Athanasius, which was on the 25th of January, 1851, and she is administratrix of his estate. She has heard the answer of her co-def't Collum carefully read; and she is informed and believes that the same false representations, therein alleged to have been made by s'd Carnan to and on the hearing of s'd Collum, were also at the same time heard by s'd decedent; that they were made by s'd Carnan when acting as the agent of s'd In. Co., in endeavoring to procure decedent's s'd note and first bill; that decedent did not know their falsity, but believed them fully, and wholly in consequence thereof, gave s'd note and bills; and that s'd representations are grossly false and fraudulent. With the above qualification, and excepting the responses to 2d, 3d, 4th, 5th, 9th, 6th, and 14th interrogatories, she adpots the answer of s'd Collum, and applies its language to her own part of this case, and alleges that she is informed and believes it is true, as applied to her part of this case.

ELIZABETH WATHEN.

R. Crawford, p. a.

State of Indiana,
Floyd County, ss.

Said Elizabeth Wathen makes oath, and says her foregoing answer so far as stated on her knowledge is true, and so far as stated on information or belief she believes it to be true.

ELIZABETH WATHEN.

Subscribed and sworn to, this 16th Oct., 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of Jacob Schwartz to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Sewarts, and others.

Said Schwartz answers as follows:

To 2d inter. That he did not subscribe, nor authorize any person to subscribe, for any stock in s'd In. Co., unless his paying the money and giving his note, as hereinafter mentioned, was in law a subscription for such stock, which he is advised it was not.

To 3d inter. That he was fraudulently induced; and being so induced, he gave his note and paid s'd $100, as alleged in plt'ffs' bill; but he denies that there was any valid consideration therefor, or that he is legally bound to pay s'd note.

To 4th inter. That said note was dated, due, and payable, as alleged in plt'ffs' bill, and no payment has been made upon it.

To 5th inter. That he admits such calls for payment on s'd stock, as alleged in plt'ffs' bill, and that he received by mail two notices of such calls, and no more, but he does not recollect the date of them.

To 6th inter. That his s'd note is wholly unpaid; and if valid, it, and all interest on it, is now due.

To 9th inter. That he is a citizen of Indiana, and a resident of Clark county.

To 14th inter. That payment of his s'd note has been requested in no other way than by the notices mentioned in his answer to 5th interrogatory, which were for 10 per cent. each.

He has heard the answer of his co-def't Collum carefully read, and says the false representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan to s'd Schwartz directly, but, as he is informed and believes, were made by said Carnan when acting as such agent to George F. Savitts, and afterwards the same were repeated by s'd Savits to s'd Schwartz, when s'd Savitts was acting as the agent of s'd In. Co. in obtaining s'd note and s'd $100, and just before the same were given and paid; and s'd Savitts also, at the same time, while acting as such agent as aforesaid, either exhibited to s'd Schwartz a paper or informed him of its contents—he is not certain which—purporting to have *him* certified by the secretary of s'd In Co., under its seal, on the 22d of April, 1850, and which false stated that the liabilities of s'd In. Co. on the 31st of March, 1850, were only $1,387 84, and the profits of s'd In. Co. were over $25,000; when, in fact, her liabilities at that time (as s'd Schwartz is informed and believes) were many greater than $1,387 84—but he is not informed what the actual amount was; and her profits were very much less than $25,000, and, if anything at all, were very little. Said paper is filed in this suit as Exhibit Z. Said Schwartz is since informed and believes s'd statements of s'd paper are both grossly false, and that s'd representations made by s'd Carnan to s'd Savitts, and repeated by him to s'd Schwartz, were also grossly false; but at the time of giving his s'd note he had the means of knowing such falsehood, and he fully believed the statements of s'd paper Z, and the representations of said Carnan; and it was wholly in consequence of them, and his believing them, that he gave his s'd note and paid s'd $100, neither of which would he have done but for s'd false statements and representations. With the above qualifications, and excepting the responses to the 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, s'd Schwartz adopts all of s'd Collum's answer as his own, and in all respects applies the language of it to his own part of this case, and alleges that it is true, as to him and his part of this case.

JACOB SCHWARTZ.

R. CRAWFORD, p. d.

STATE OE INDIANA,
Floyd County, ss.

Said Jacob Schwartz makes oath, and says his foregoing answer so far as it is stated on his knowledge is true, and so far as stated on information or belief he believes it to be true.

JACOB SCHWARTZ.

Subscribed and sworn to, this 15th of October, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The joint answer of Miram Stratton and Mary A., his wife, to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Statton and others.

Said Mirom, for himself, answers as follows:

To 2d inter. That he did not subscribe nor authorize any person to subscribe for stock in s'd In. Co., unless his paying the $50, and giving the note and mortgage alleged in plt'ffs' bill, are in law such a subscription, which he is advised they are not.

To 3d inter. That by being fraudulently induced, he paid s'd $50, and gave his note and mortgage alleged in pl'ffs' bill are in law such a subscription, which he is advised they are not.

To 3d inter. That being fraudulently induced, he paid s'd $50, and gave his note and mortgage alleged in plt'ffs' bill, but he denies that there was any valid consideration for s'd note, or that he is legally bound to pay it.

To 4th inter. That said note was dated, due and payable, as alleged in plt'ffs' bill; and if valid, it and all interest on it are now due.

To 5th inter. That he admits such calls for payment in stock as are alleged in plt'ffs' bill, and that he received one notice only of one such call of 10 per cent.; he does not recollect its date.

To 6th inter. That his s'd note is wholly unpaid; and if valid, it and all interest on it are now due.

To 9th inter. That he is a citizen of the State of Indiana and a resident of Clark county.

To 14th inter. That payment of his s'd note has been requested of him in no other way than by the notice mentioned in his answer to 5th inter.

He has heard the answer of his co-def't Collum carefully read, and he says the false representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan directly to s'd Mirom, but he is informed and believes that s'd Carnan, when acting as the agent of s'd In. Co., in procuring such notes for stock, made substantially the same representations to s'd George F. Savitts and to other persons at s'd Jeffersonville, and he believes that s'd Savitts, when acting as the agent of s'd In. Co. in procuring s'd note of s'd Miram, repeated the same representations to him and other persons, whose names he does not recollect—repeated the same to him; said Savitts also, when acting as such agent as aforesaid, exhibited to s'd Mirom a paper purporting to have been certified by the secretary of s'd In. Co., under its seal, on the 22d of April, 1850, which represented that the liabilities of s'd In. Co. on the 31st of March, 1850, were only $1,387 84, and the profits of s'd In. Co. at the same time were over $25,000; said paper is filed in this suit as Exhibit Z; said Mirom at the time s'd paper was shown to him, and s'd false representation of s'd Carnan were repeated to him, had no means of knowing their falsity, and he fully believed them, and it was wholly in consequence of them, and his believing them, that he gave his said note and mortgage, which he would not have done had it not been for them and his belief of them; said Miram is since informed, believes, and charges, that the statements of s'd paper and s'd representations of s'd Carnan were grossly false and fraudulent. With the above qualifications, and excepting s'd Collum's responses to 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, s'd Mirom adopts the whole of s'd Collum's answer as his own, and applies the language of it to his part of this case, and alleges that the same is true as to himself and his part of this case.

And s'd Mary, for herself, answers, that *the* sealed and delivered the mortgage, as in plt'ffs' bill alleged, and as to all the other matters in s'd interrogatories she refers to the foregoing answer of her husband, which to the best of her knowledge and information is true, and she therefrom adopts it as her own.

MYROM STRATTOM,
MARY A. STRATTOM.

R. Crawford, *Sol'r*, p. y.

State of Indiana,
County, ss.

Said Mirom Strattom and Mary *it*, his wife, make oath, and say their foregoing answer so far as stated on their knowledge is true, and so far as stated on information or belief they believe it to be true.

MYROM STRATTOM.

Subscribed and sworn to by the above named Myrom Strattom this 15th of October, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

Subscribed and sworn to by the above named Mary A. Stratton this 16th of October, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answers of William Logan to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company and said Logan, (by the name of Carter J. Logan,) and others.

Said Logan answers as follows:

To 2d inter. That he did not subscribe, nor authorize any person to subscribe for stock in s'd In. Co., unless giving the notes and bills, as hereinafter mentioned, was in law a subscription for such stock, which he is advised it was not.

To 3d inter. That on the 4th of May, 1850, he and Henderson Carter were partners, doing business by the name of Carter & Logan; s'd Carter died in July, 1850. He and his partner were fraudulently induced, and being so induced, they gave their note for $900; they did not pay $100 as alleged in plt'ffs' bill, but gave a bill of exchange for that sum of same date with s'd note, which bill was taken up by s'd Logan, Oct. 7, 1850, and a new one given in its stead, drawn by John Mitchell, accepted by s'd Logan, and payable to s'd In. Co.; said note and bills were given by s'd Carter to s'd Logan wholly in consequence of s'd fraud, and said Logan denies that there was any valid consideration for s'd note or bills, or that he is legally bound to pay any part of them.

To 4th inter. That s'd note was dated, due and payable as alleged in plt'ffs' bill. He does not recollect when s'd second bill was payable. No payment has been made *or* either.

To 5th inter. That he admits that such calls of payment on s'd stock were made as stated in the plt'ffs' bill, and he received by mail one notice of such a call of 10 per cent., and he received but one, and does not recollect the date of it.

To 6th inter. That his s'd note and s'd second bill are wholly unpaid; and if valid, they and all interest on them are due.

To 14th inter. That the payment of s'd note or last bill has not been requested of him in any other way *them* by said notice mentioned in answer to 5th inter.

Said Logan has heard the answer of his co-def't Collum carefully read, and he says the false and fraudulent representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan to s'd Logan directly, but he is informed and believes s'd Carnan, as such agent, made substantially the same false and fraudulent representations to s'd Savitts, and he alleges that s'd Savitts afterwards, when acting as the agent of s'd In. Co., repeated the same representations so s'd Logan and Carter at the time and just before they gave s'd note and s'd first bill. Said Savitts, at the same time, and as such agent, exhibited to s'd Logan and Carter a paper purporting to be certified by the secretary of s'd In. Co., under its seal, which falsely stated the liabilities of said In. Co. to have been, March 31, 1850, only $81,387 84, when, in fact, her liabilities were many times greater than that amount at that time, and s'd Logan is informed and believes not less than $, and he is now also informed and believes s'd secretary knew said statement was not correct when it was made; said paper is made a part of this answer, and filed in this suit as Exhibit Z. Said Logan and Carter fully believed s'd representa-

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tions and the statements of s'd paper Z, and had not then the means of knowing their falsehood, and they were induced by them to give s'd note and bills, which they would not have done had it not been for s'd false representations and the false statements of s'd paper Z. With the above qualification, and excepting s'd Collum's responses to the 2d, 3d, 4th, 5th, 6th, and 14th interrogatories, s'd Logan adopts all of s'd Collum's answer as his own, and in all respects applies the language of it to his own part of this case, and alleges that the whole of s'd answer (with the qualification and exceptions aforesaid) is true as to himself and his part of this case.

WILLIAM LOGAN.

R. CRAWFORD, *Sol'r.*

STATE OF INDIANA,
Clark County, ss.

William Logan makes oath and says, his foregoing answer so far as stated of his own knowledge is true, and so far as stated on information and belief he believes it to be true.

WILLIAM LOGAN.

Subscribed and sworn to this 15th of Oct., 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The joint answer of Cynthia Maberry and Sarah Maberry to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Cynthia, Sarah and others.

Said Cynthia and Sarah answer as follows:

To 2d inter. That they did not subscribe, and, so far as they know, no person subscribed for them for any stock in s'd In. Co., unless their giving their several notes mentioned in the bill of complaint was in law such a subscribing, which they are advised it was not.

To 3d inter. That they were fraudulently induced, and being so induced, (as hereinafter stated,) they severally gave their notes, stated in the bill of complaint, for $450 in each, and their brothers, Woods and Hiram, gave their notes for $100 in behalf of s'd Cynthia and Sarah, but they deny that there was any valid consideration for any of s'd notes, or that the makers of them are legally bound to pay them.

To 4th inter. That their s'd notes and that of s'd Woods and Hiram were dated, due, and payable, as stated in bill of complaint, and they believe no part of either of them has been paid.

To 5th inter. That they admit such calls for payment on s'd stock as are alleged in bill of complaint, but they did not receive any notice thereof.

To 6th inter. That s'd notes given by them, and that by s'd Woods and Hiram for them, are wholly unpaid.

To 9th inter. That they are citizens of the State of Indiana, and residents of Jeffersonville.

To 14th inter. That payment of their s'd notes has been in no way requested of them by s'd In. Co.

They have heard the answers of their co-def'ts Collum and Woods Maberry carefully read, and they say that the fuller representations therein set forth were not read to either of them directly by s'd Carnan, but they are informed and believe they were made by him to s'd Collum and Woods, as stated in s'd answer; and they allege that s'd Woods repeated substantially the same representations to s'd Cynthia and Sarah, first before their s'd note was given; and they also heard the same from other persons also before s'd note was given. They did not then know the falsity of s'd representations, but believed them to be true, and gave their s'd note wholly in consequence of so believing them. They have since been informed and believe said representations are grossly false. With the qualification aforesaid, and except the answers of s'd Cullom and Woods to 2d, 3d, 4th, 5th, 6th, 9th and 14th interrogations, s'd Cynthia and Sarah adopt the answers of s'd Collum and Woods as their own, and allege that, to the best of their knowledge, information, and belief, the language thereof is true, as applied to them and their part of this case.

CYNTHIA MABERRY.

R. Crawford, *Sol'r*, p. a.

State of Indiana,
Clark County, *ss.*

S'd Cynthia and Sarah Maberry severally make oath, and say that their foregoing answer so far as stated on their knowledge, respectively, is true, and so far as stated on their information or belief they believe it to be true.

CYNTHIA MABERRY,
SARAH MABERRY.

Subscribed and sworn to by the above named respondents, this Oct. 16th, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of Henry French to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd French, and others.

Said French answering, says as follows:

To 2d inter. That he did not subscribe nor authorize any person to subscribe for stock in s'd In. Co., unless his giving his note and s'd bills of exchange, as alleged in pl'tffs' bill, were in law such a subscription, which he is advised they were not.

To 3d inter. That by being fraudulently induced, as is hereinafter stated, he gave his note and became a party to s'd bills of exchange, as alleged in pl'tffs' *bid*, but he did it wholly in consequence of s'd fraud; and he denies that there was any valid consideration for s'd note or bills, or that he is legally bound to pay any part of them.

To 4th inter. That s'd note and bills were dated, due, and payable, as alleged in plt'ffs' bill, and no payment has been made in s'd note and s'd last bill.

To 5th inter. That he admits such calls as are alleged in plt'ffs' bill were made for payments on s'd stock, and that he received two notices by mail of two such calls of 10 per cent. each; he received no more than s'd two notices, and does not remember their dates.

To 6th inter. That his s'd note and last bill are wholly unpaid; and if valid, that they and all interest on them are now due.

To 9th inter. That he is a citizen of the State of Indiana, and a resident of Clark county.

To 14th inter. That payment of his s'd note and last bill has been demanded in no other way than by s'd two notices mentioned in his answer to 5th inter.

He has heard the answer of his co-def't Collum carefully read, and he says the false representations therein alleged to have been made by s'd Carnan to s'd Collum were not made by s'd Carnan directly to s'd French, but he is informed and believes that substantially the same representations were made by s'd Carnan when acting as the agent of s'd In. Co. in procuring such notes for stock, to George F. Savitts; and he alleges that s'd Savitts afterwards, when acting as the agent of s'd In. Co. in obtaining s'd note and bills from s'd French, repeated to him the same false representations. Said French then had no means of knowing their falsity, but fully believed them, and in consequence of that belief he gave s'd note and bills, which he would not have given but for s'd false representations and his belief of them. With this qualification, and excepting s'd Collum's responses to the 2d, 3d, 4th, 5th, 6th, 9th, 14th interrogatories, s'd French adopts the answer of s'd Collum as his *his* own, and applies all the language of it to his part of this case, and alleges that the same is true, as to himself and his part of this case.

HENRY FRENCH.

R. Crawford, *Sol.*, p. d.

State of Indiana,
Floyd County, ss.

Said Henry French makes oath, and says that his foregoing answer so far as stated on his knowledge is true, and so far as stated on information or belief he believes it to be true.

HENRY FRENCH.

Subscribed and sworn to this Oct. 15th, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of Thomas L. Dean to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox Insurance Company, s'd Dean and others.

Said Dean for himself answers as follows:

To 2d inter. That he did not subscribe, nor authorize any person to subscribe, for any stock in s'd In. Co., unless the giving the notes and mortgage mentioned in the pl'tffs' bill was in law such a subscription, which he is advised it was not.

To 3d inter. That he was fraudulently induced, and being so induced, he gave his notes and mortgage, as mentioned in pl'tffs' bill, but he gave s'd notes and mortgage wholly in consequence of s'd fraud, and he denies that there was any valid consideration for s'd notes and mortgage, or that he is legally bound to pay any part of them.

To 4th inter. That s'd notes and mortgage were dated, due and payable, as stated in pl'ffs' bill, and no part of them has been paid.

To 5th inter. That he admits such calls of payment on s'd stock were made as alleged in pl'ffs' bill, and that he received by mail two notices of such calls of 10 per cent. each, and he received no more, and does not recollect the date of those.

To 6th inter. That his s'd notes are wholly unpaid; and if valid, they, and all interest on them, are now due.

To 9th inter. That he is a citizen of the State of Indiana, and a resident of Clark county.

To 14th inter. That payment of s'd notes and mortgage has not been demanded in any other way than by s'd two notices mentioned in his answer to 5th interrogatory.

He has heard the answer of his co-def't Collum carefully read, and says the false representations therein alleged to have been made by s'd Carnan to s'd Cullom were not made by s'd Carnan directly to s'd Dean, but he is informed and believes the same were made by s'd Carnan, acting as the agent of s'd In. Co., in endeavoring to procure notes for stock in s'd In. Co. to s'd Savittz, and were repeated by the latter, when acting as the agent of s'd In. Co., in persuading s'd Dean to give his s'd notes at the time, and just before they were given, and s'd Savitts also at the same time, when so acting as such agent, exhibited to s'd Dean a paper purporting to have been certified by the secretary of s'd In. Co., under its seal, on the 22d of April, 1850, and which falsely stated that the liabilities of s'd In. Co. on the 31st of March, 1850, were only $1,387 84, and the profits of s'd In. Co. were over $25,000, when in fact her liabilities at that time were (as s'd Dean is informed and believes) many times greater than $1,387 84, and the profits were very much less than $25,000, but he is not informed that the actual amount of either was. Said paper is filed in this suit as Exhibit Z. Said Dean is since informed and believes s'd statements of s'd paper are both grossly false, and that s'd representations made by s'd Carnan to s'd Savitts, and repeated by him to s'd Dean, were grossly false also, but at the time of giving his s'd notes and mortgage he had not the means of knowing such falsehood, and believed s'd statements of paper Z, and s'd representations of s'd Carnan, and it was wholly in consequence of his believing them that he gave his s'd notes and mortgage, neither of which would he have given but for s'd false statements and representations.

With the above qualifications, and excepting the responses to the 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, s'd Dean adopts all of s'd Collum's answer as his own, and in all respects applies the language of it to his own part of this case, and alleges that it is true as to him and his part of this case.

Said Mary E., wife of s'd Thomas L., died about Sept. 3, 1850.

THOMAS L. DEAN.

R. CRAWFORD, *Sol.*, p. d.

STATE OF INDIANA,
Floyd County, *ss.*

Said Thomas L. Dean makes oath, says his foregoing answer so far as stated on his knowledge is true, and so far as stated in information or belief he believes it to be true.

THOS. L. DEAN.

Subscribed and sworn to this 19th of Oct., 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of Andrew S. White, Samuel P. Wisaker, William Hughes, and Michael Wolf, to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana against the Knox Insurance Company, s'd White, Wisaker, Hughes, Wolf, and others.

These defendants answer as follows:

To 2d inter. That they did not subscribe, nor authorize any *form* to subscribe for stock in s'd In. Co., unless their paying $400, and giving their note, as alleged in pl'tiffs' bill, was in law such a subscription, which they are advised it was not. They admit their partnership as alleged.

To 3d inter. That they were fraudulently induced, and being so induced, they paid s'd $400 and gave their note, as alleged, but they did it wholly in consequence of s'd *found*, and they deny that there is any valid consideration for s'd note, or that they are legally bound to pay it.

To 4th inter. That said note was dated, due and payable, as alleged in s'd bill, and none of it has been paid.

To 5th inter. That they admit such calls of payment on stock were made, as alleged in s'd bill, and they received by mail one, and perhaps two notices of such calls, and no more, and they do not recollect the date of them.

To 6th inter. That s'd note is wholly unpaid; and if valid, it and all interest on it are now due.

To 9th inter. That s'd Hughes and Wolf are citizens of the State of Indiana, and residents of Jeffersonville, and s'd White and Wisaker are citizens and residents of the State of Kentucky.

To 14th inter. That payment of their s'd note has not been requested in any other way than by the notices mentioned in their answer to 5th interrogatory.

At and just before s'd $400 was paid, and s'd note given, Robert N. Carnan, then acting as the agent of s'd Co. in procuring s'd note and others to be given for such stock, said in the hearing of s'd Hughes divers other persons that stock in s'd In. Co. had then been subscribed for to the amount of sixty to seventy-five thousand dollars at Vincennes, and on the Wabash river, and paid and secured as the charter required, and that they already had a large amount of funds on hand, and their principal object in getting subscribers of stock at Jeffersonville was to have a branch of s'd In. Co. at that place so as to sell their exchange there; said Hughes and Wolf, who paid s'd $400 and gave s'd note for s'd firm, did not then know the falsity of s'd representations of s'd Carnan, but fully believed them, and it was wholly in consequence of s'd representations, and their belief of them, that they paid s'd $400 and gave s'd note, which they would not have done but for s'd belief. They (s'd White, Wisaker, Hughes, and Wolf) were afterwards informed, and they believe and charge, that all of s'd representations were fully grossly false, and especially that there had not been at the time they were made *firm* sixty to seventy-five thousand dollars of stock in s'd In. Co. subscribed for at Vincennes and on the Wabash river, and all of it paid and secured as the charter of s'd In. Co. required, and they are informed, believe and charge, that there had not then been more than about twenty thousand dollars of such stock subscribed for at Vincennes and on the Wabash river, and paid and secured as s'd charter required, and they believe much less than that sum.

With the above qualification as to what was represented by s'd Carnan, and excepting the responses to the 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, s'd White, Wisaker, Hughes and Wolf adopt the answer of their co-def't Collum, (which they have heard carefully read,) and they apply its language to their own part of this case, and allege that it is true as to them and their part *part* of this case.

A. S. WHITE & Co.

R. Crawford, *Sol.*, p. d.

State of Indiana,
County, *ss.*

Said Andrew S. White, Samuel P. Wisaker, William Hughes, and Michael Wolf, severally make oath and say, that their above answer so far as stated on their knowledge, respectively, *and* true, and so far as stated on their information or belief they believe it to be true.

WM. HUGHES.

Subscribed and sworn to by William Hughes, this 15th of Oct., 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of George W. Schwartz to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit court for the district of Indiana, against the Knox In. Company, s'd Schwartz and others.

Said Schwartz, saving, &c., answers as follows:

To the 3d inter. That he was fraudulently induced, and being so induced, he did give his note, with the security, for the amount and of about the date alleged in the pl'tiffs' bill, and s'd Simon Bottorff accepted a bill for $700, payable to s'd In. Co., in which, at s'd Schwartz's request, was included $100 on his account, but he gave s'd note, and had s'd $100 included in s'd bill, wholly in consequence of s'd fraud, and he denies that there was any valid consideration for s'd note, and for s'd accepted bill as to s'd $100, or that he is legally bound to *say* s'd note on s'd Buttorff's s'd part of s'd bill.

To the 4th inter. That his s'd note was dated and payable as alleged in pl'tiffs' bill, and no payment has been made upon it.

To the 5th inter. That he admits such calls of payment on s'd stock in the manner and at the times stated in pl'tiffs' bill, and he received by mail two notices of such calls of 10 per cent. each, and he believes he received but two, but does not recollect at what time.

To the 6th inter. That his s'd note is wholly unpaid; and if valid, and all interest on it are now due.

To the 14th inter. That payment of his s'd note has never been requested of him in any other way than by s'd two notices mentioned in his answer to the 5th interrogatory.

Said Schwartz has heard the answer of his co-def't Collum carefully read, and excepting his responses to the 4th, 5th, 6th and 14th interrogatories, s'd Schwartz adopts all of s'd answer as his own, both the part which is responsive to the pl'tiffs' bill and that which is defensive only, and in all respects he applies the language of it to the facts of his own part of this case, and alleges that the whole of s'd answer (excepting as aforesaid) is true as to himself and by part of this case, and especially he alleges that the fraud therein set forth was practised upon him, and he was deceived by it, and but for s'd fraud he would not have made s'd note, nor requested s'd Simon Bottorff to so accept s'd bill.

R. Crawford, *Sol.*

State of Indiana,
Clark County, ss.

Said George W. Schwartz makes oath, and says his above answer so far as stated as of his knowledge is true, and so far as stated on information and belief he believes it to be true.

GEO. W. SWARTZ.

Subscribed and sworn to this 16th of Oct., 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of George Schwartz to the bill of complaint of Adam Ogilvie and others, exhibited in the United States court for the district of Indiana, against the Knox Insurance Company, s'd Schwartz and others.

Said Schwartz answers as follows:

To 2d inter. That he did not subscribe nor authorize any person to subscribe for any stock in s'd In. Co., unless his paying the money and giving his note, as is alleged in plt'ffs' bill, was in law a subscribing for such stock, which he is advised it was not.

To 3d inter. That he was fraudulently induced, and being so induced, he gave his note and paid s'd $100 alleged in plt'ffs' bill, but he did so wholly in consequence of s'd fraud, and he denies that there was any valid consideration for s'd note, or that he is legally bound to pay any of it.

To 4th inter. That s'd note was dated, due, and payable, as alleged in plt'ffs' bill; and if valid, it and all interest on it are now due.

To 5th inter. That he admits such calls for payment on s'd stock were made as alleged in plt'ffs' bill, and that he received by mail two notices only for 10 per cent. call each, but does not recollect the date of them.

To 6th inter. That his s'd note is wholly unpaid; and if valid, it and all interest on it are now due.

To 9th inter. That he is a citizen of the State of Indiana, and a resident of Clark county.

To 14th inter. That payment of his s'd note has been requested in no other way than by s'd notices mentioned in his answer to 5th interrogatory.

He has heard the answer of his co-def't Collum carefully read, and, except the responses therein to the 2d, 3d, 4th, 5th, 6th, 9th, and 14th interrogatories, he adopts the whole of s'd answer as his own, and in all respects applies the language of it to his part of this case, and alleges that it is true as to himself and his part of this case.

GEORGE SCHWARTZ.

R. CRAWFORD, p. d.

STATE OF INDIANA, *Floyd County*, *ss.*

Said George Schwartz makes oath, and says his foregoing answer so far as stated on his knowledge is true, and so far as stated in information or belief he believes it to be true.

GEORGE SCHWARTZ.

Subscribed and sworn to this 15th of Oct., 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

The answer of William F. Collum to the bill of complaint of Adam Ogilvie and others, exhibited in the United States circuit for the district of Indiana, against the Knox Insurance Company, s'd Collum, and others.

Said Collum, saving, &c., answers and sets forth as follows:

1st. He admits that s'd In. Co. was pretended to be organized under its charter at Vincennes on or before Feb. 12, 1850, and it professed to do business as such In. Co., and, if duly organized, he admits it had authority under its charter to receive further subscriptions to its stock; but he does not admit s'd In. Co. was legally organized or could legally do any business under its charter, because, he is informed and believes, there had not been at the time of s'd pretended organization and doing of business five hundred shares of its stock subscribed for, and five per cent. paid on each of s'd shares.

2d. He did not subscribe himself, nor did he authorize any other person to subscribe on his account for any stock in s'd In. Co., unless his giving the note and bills as hereinafter mentioned was in law a subscription for such stock, which he is advised it was not.

3d. He was fraudulently induced, and being so induced, he did give his note, with the security, and accepted bills in favor of s'd In. Co. for the amounts and of about the dates alleged in the plt'ffs' bill, but he did so wholly in consequence of s'd fraud, the particulars of which are hereinafter stated, and he denies that there was any valid consideration for s'd note and bills, or that he is legally bound to pay any part of them.

4th. Said note and bills were dated, due, and payable as alleged in the plt'ffs' bill, and no payment has been made thereon, except s'd first bill was paid by s'd second one, and the interest was paid on said first bill from its date till the date of the second one, in cash.

5th. He does not know, but is informed and admits, that such calls of payment in s'd stock were made at the times and in the manner alleged in plt'ffs' bill, and he received by mail a notice of one such case of 10 per cent., and he believes he received but one, and he does not recollect the date of it.

6th. His s'd note and s'd second bill are wholly unpaid; and if he is legally bound to pay them, they and all the interest thereon are now due.

7th. He has no knowledge or information of any suit having been brought by s'd In. Co. to collect s'd note or bill.

8th. He has no knowledge of what places or States the plt'ffs, or any of them, are residents or citizens, makes he any information on that subject, except the statements of the plt'ffs' bill.

9th. He is a citizen of the State of Indiana, and a resident of Jeffersonville.

10th. He has no knowledge, information, or grounds of belief, except the statements of the plt'ffs' bill, whether they or any of them are creditors of s'd In. Co., or how, when, or where they became such.

11th. He has no knowledge, information, or grounds of belief, except the statements of the plt'ffs' bill, whether they or any of them obtained such judgments as are alleged, or any other, nor what executions, if any, were issued thereon, nor how the same were returned.

12th. He has no knowledge or information of any property of s'd In. Co. subject to execution.

13th. He has no knowledge or information of any suit or attempt to enforce the payment of s'd note and bill.

14th. The payment of s'd note and bill has been requested of him in no other way and at no other time than by the notice mentioned in his answer to 5th interrogatory.

15th. He is informed and believes, that an officer or branch of s'd In. Co. was pretended to be organized at Jeffersonville some time in the spring of 1850, and that it pretended to do business during the remainder of s'd spring and the summer of that year only, and that James Keigwin, William Hughes, Simon Bottorff, and Levi Sparks were pretended to be directors, and s'd Simon Bottorff vice president, and George F. Savitts secretary thereof. He has no knowledge or information that the organization of s'd pretended branch was advertised in any newspaper or by any manuscript advertisement, nor of any order therefor; but he is advised that the charter of s'd In. Co. did not authorize the organization of s'd branch, and therefore he denies that it was legally organized.

16th. Said James Keigwin is a citizen of the State of Kentucky, and a resident of the city of Louisville.

17th. Said Collum, as is stated above, has no knowledge or information of any such advertisement, nor can he say whether any of the other deft's or their sureties have any knowledge or information thereof.

18th. He did not, and he believes the other def'ts did not, adopt any means to inform the public of the fraud committed as aforesaid in procuring s'd notes and bills until about the first of Sept., 1850, because he believes the other def'ts (except s'd In. Co.) did not until then know that the representations made to them by the agent of s'd In. Co., and which induced them to give s'd notes and bills, were false and fraudulent. As soon as he and (as he believes) the other def'ts (except s'd In. Co.) were fully informed of s'd fraud, *but* they determined to have nothing further to do with s'd In. Co., and to not pay s'd notes and bills, of all which the president and secretary were formally notified by letter about the 25th of June, 1851, and he is informed and believes that s'd Savitts so informed them in substance about Sept., 1850, and their s'd determination was immediately acted upon and freely spoken of by s'd Collum, and he believes by the other def'ts (except s'd In. Co.), and was immediately thereafter generally known in and around Jeffersonville. He was not fully informed of the circumstance of s'd fraud until Oct., 1850.

And, by way of defence to s'd suit, s'd Collum alleges that just before he gave s'd note, accepted s'd first bill, Robert N. Carnan, an agent of s'd In. Co., came to Jeffersonville to procure persons there to give notes and bills for stock in s'd In. Co., and in order to induce s'd Collum to give his s'd note, and accept said first bill for such stock, s'd Carnan, as such agent, then and there falsely and fraudulently said and represented to s'd Collum, and in his hearing, that stock in s'd In. Co. to the amount of seventy-five dollars had then been subscribed for at Vincennes, and on the Wabash river, and all of s'd amount had then been paid or secured as the charter of s'd In. Co. required; said Collum did not then know, nor then have the means of knowing, to the contrary of s'd representations, and he fully believed them to be true, and with that belief he gave his s'd note, and accepted s'd two bills for stock in s'd In. Co., and if he had not fully believed s'd representations, he would not have given s'd note nor accepted s'd bills, or either of them. At the time s'd representations were so made, and s'd given and s'd first bill accepted, there had not been more than twenty-five thousand dollars of stock in s'd In. Co. subscribed for and paid and secured, as s'd charter required, at Vincennes, on the Wabash river, which said Carnan then well knew. Said Carnan also, at and just before s'd Collum made his s'd note and accepted his s'd first bill, represented to him that s'd In. Co. then had $40,000 of funds on hand, mostly in eastern exchange, which they could not dispose of at Vincennes, and they wished to get stockholders at Jeffersonville, so as to have an officer of s'd In. Co. there, and they would then send those funds there to be sold and used. Said Collum did not then know, and had no means of knowing, to the contrary of s'd representation, but he believed it, and it was a strong inducement with him to make his s'd note and accept his s'd bills; yet he is now informed and believes s'd representation was grossly false, and that s'd In. Co. did not at that time have, and had not at any time had that sum, or anything like that sum of money, on hand, and mostly in eastern exchange, which they could not dispose of at Vincennes.

And s'd Collum further alleges that, as he is informed and believes, s'd Jacob Pea, William J. Hebard, John Willadox, Horace E. Peck, Cyrus M. Allen, Charles Graeter, Redman Pinckstaff, William Burtch, Isaac Mass, Charles Dawes, J. S. & W. J. Wise, R. Y. Caddington, of Knox county; Godlove S. Orth, Thomas C. Bainbridge, Peter P. Bailey, E. M. Burt, Thomas P. Anderson, of Tippecanoe county; Thomas J. Brooks, M. J. Sherman, William E. Niblack, Thomas M. Gibson, Aaron Haughten, Richard Neave, James R. Bryant, Henry J. Johnston, of Martin county; David Wallace, of Marion county; and Vincent S. West, of Pike county, and all in the State of Indiana, had before the alleged indebtedness to the pl'ffs, or any of them, accrued, subscribed for stock in s'd In. Co., and that, at and before the commencement of this suit, they were severally indebted to said In. Co. for all or a part of the stock so subscribed for by them; but s'd Collum does not know the amount of such stock so subscribed for by any of s'd persons, nor how much, or whether any of it had been paid or secured as s'd charter required. He alleges that each and all of s'd persons are necessary parties to this suit, and that it ought not to be further prosecuted without their being made parties to it.

R. CRAWFORD, *Solicitor.*

STATE OF INDIANA,
Clark County, ss.

Said William F. Collum makes oath, and says his foregoing answer so far as stated on his knowledge is true, and so far as stated on information and belief he believes it to be true.

W. F. COLLUM.

Subscribed and sworn to this 16th of October, 1852, before me, a judge of the supreme court of Indiana.

THOS. L. SMITH.

And thereupon the complainants, by their solicitor, Samuel Judah, esq., *and* files certain exceptions to the answer of William F. Cullom as follows, to wit:

Exceptions.

1st. The answer to the 1st interrogatory is insufficient and evasive in this: The int'y is as to facts—the organization of the Co., and its transaction of business. The answer neither admits nor denies these facts; but refers to a certain pretended organization, and pretended transaction of business.

2. The answer to the 2d interrogatory is insufficient and evasive. The int'y is as to a fact: Did def't subscribe, &c. The answer is, that he did not in person, or by an agent, unless the execution of the notes was in law a subscription, which he is advised it is not.

3. The answer to the interrogatory is, so far as relates to the fraud, &c., alleged, by way of excuse or defence, impertinent. But this will be best considered in the 7th exception below.

4. The answer to the 5th interrogator*ies* is in part evasive. It neither admits nor denies notice as to all the calls.

5. The answer to the 14th inter'y is in part evasive. It refers to the answer to the 5th inter'y, and must stand or fall with it.

6. The answer to the 15th inter'y is insufficient and evasive. This interrogatory is as to facts—the organization of a branch office at Jeffersonville, and the transaction of business there. The answer only states a pretended organization and transaction of business; and then, the answer is also impertinent in this—*this* it sets up the want of authority to organize the branch, which is not in question.

Exception 7.

The defence set up in the answer is in substance as follows: That Robert N. Carnan, an agent of "said In. Co.," came to Jeffersonville, &c., and to induce Cullom to give the notes, &c., as such agent, "falsely and fraudulently represented" certain matters as to the condition of the Co. We except to all this part of the answer, because we say it is no defence, and is therefore immaterial, irrelevant and impertinent. It is no defence, because it does not appear that Carnan had authority to make the representations, or that the company had knowledge that he did make them.

8. The second part of this defence, that there are other necessary parties defendant, is immaterial and irrelevant. There is no allegation that the comp't knew at the commencement of this suit that these persons were debtors of the Co., and there is no allegation that they are now debtors.

SAMUEL JUDAH,
For Comp'ts.

And thereupon, on agreement of parties, it was ordered by the court as follows, to wit: It is agreed by the parties that the exceptions filed by the complainants to the answer of the defendants, or any of them, shall stand for argument at the next term of this court; that the general replication shall be considered as filed now, and is waived, and that this cause shall stand at the next term of this court as at issue at the present term, and that either party may take depositions of witnesses during the ensuing vacation, and under the State law regulating the taking of depositions; said depositions to be considered as published whenever filed in the office of the clerk of this court.

SAMUEL JUDAH.

R. Crawford,
For all Defendants except Knox Ins. Co.

And on the same day aforesaid come now Ernest C. Angelrodt and Robert Barthe, and several others, by Samuel Judah, ther solicitor, and file their petition to become party complainants in this cause, in these words, to wit:

To the Hon. the Circuit Court of the United States for the district of Indiana:

Your petitioners, Ernest C. Angelrodt and Robert Barthe, traders in partnership under the firm of Angelrodt & Barthe, of St. Louis, Mo., and citizens of the State of Missouri, respectfully state that they are creditors of the Knox Insurance Company as follows: that on the 18th day of May, 1852, at a circuit court of the United States for the district of Indiana, by the consideration of the said court they recovered judgment against the said the Knox Insurance Company for the sum of four thousand seven hundred and ninety-four dollars ninety-one cents and costs, and that afterwards execution was issued on said judgment, and has been returned, no property found to satisfy the same; and further, that the said Knox Insurance Company is utterly and notoriously insolvent, and that said judgment is wholly unpaid and due.

Whereupon your petitioners pray that they may be made parties complainant to the bill of complaint now pending in this court, wherein Adam Ogilvie and others are complainants, and the said the Knox Insurance Company and others are defendants, and may thereon recover such relief as may be just and equitable.

SAM'L JUDAH,
For Pet.

To the Hon. the Circuit Court of the United States for the district of Indiana:

Your petitioner, Morrison McClorky, a citizen of the State of Pennsylvania, respectfully states that he is a creditor of the Knox Insurance Company as follows: that on the 12th day of August, 1852, and at the August term, 1852, of the circuit court of Knox county, Indiana, by the consideration of said court your petitioner recovered judgment against the said the Knox Insurance Company for the sum of (1,974 20) nineteen hundred and seventy-four dollars twenty cents, and costs, on which execution was afterwards issued to the sheriff of said county, and has been returned, no property found to satisfy the same; that the said Knox Insurance

Company is wholly and notoriously insolvent, and the said judgment is in full force, wholly unpaid and due.

Whereupon your petitioner prays that he may be made a party complainant to the bill of complaint now pending in this court, wherein Adam Ogilvie and others are complainants, and the Knox Insurance Company and others are defendants, and that he may thereon recover such relief as may be just and equitable.

SAM'L JUDAH,
For Pet.

To the Hon. the Circuit Court of the United States for the district of Indiana:

Your petitioners, John E. Shopsheir and Simon Massy, citizens of the State of Kentucky, respectfully state that they are creditors the Knox Insurance Company as follows: that on the 25th day of August, 1851, and at the August term, 1851, of the circuit court of Knox county, Indiana, by the consideration of said court they recovered judgment against the said the Knox Insurance Company for the sum of three thousand nine hundred and sixty-four dollars ninety-four cents, and costs; that on said judgment execution was afterwards issued to the sheriff of said county, and has been by him returned, no property found to satisfy the same; that the Knox Insurance Company is wholly and notoriously insolvent, and that the said judgment is in full force, wholly unpaid and due.

Whereupon your petitioners pray that they may be made parties complainants to the bill of complaint now pending in this court, wherein Adam Ogilvie and others are complainants, and the said the Knox Insurance Company and others are defendants, and that they may thereon decree such relief as may be just.

SAM'L JUDAH,
For Pet.

To the Hon. the Circuit Court of the United States for the district of Indiana:

Your petitioner, Leonard L. Hyatt, a citizen of the State of Mississippi, respectfully states that he is a creditor of the Knox Insurance Company as follows: that on the 25th day of February, 1852, and at the February term, 1852, of the circuit court of Knox county, Indiana, by the consideration of said court your petitioner recovered judgment against the said the Knox Insurance Company for the sum of two thousand six hundred and fifty-five dollars, and costs, on which judgment execution was afterwards issued to the sheriff of said county, and has been returned by him, no property found to satisfy the same; that the Knox Insurance Company is wholly and notoriously insolvent, and that the said judgment is in full force, wholly unpaid and due.

Whereupon your petitioner prays that he may be made a party complainant to the bill of complaint now pending in this court, wherein Adam Ogilvie and others are complainants, and the said the Knox Insurance Company and others are defendants, and that he may thereon recover such relief as may be just, &c.

SAM'L JUDAH,
For Pet.

To the Hon. the Circuit Court of the United States for the district of Indiana:

Your petitioner, Charles M. Harding, a citizen of the State of Illinois, respectfully states that he is a creditor of the Knox Insurance Company as follows: that on the 25th day of August, 1852, and at the August term, 1852, of the circut court of Knox county, Indiana, by the consideration of the said court your petitioner recovered judgment against the said the Knox Insurance Company for the sum of three thousand five hundred and ninety-eight dollars and seventy-five cents; that the said judgment remains in full force, and wholly unpaid and due; that the said the Knox Insurance Company is notoriously insolvent, and wholly destitute of property subject to execution.

Wherefore, inasmuch as otherwise he will be without any remedy for the recovery of the money so as above stated due to him, he respectfully prays that he may be permitted as a creditor to come in with the complainants in a certain suit in chancery now pending in this court, wherein Adam Ogilvie and others are complainants, and the Knox Insurance Company and others are defendants, and thereby as such creditor with said complainants recover such relief as may be just.

SAM'L JUDAH, *for P. N.*

To the Hon. the Circuit Court of the United States for the district of Indiana:

Your petitioners, James Montgomery and Samuel Montgomery, residents of Louisville, and citizens of the State of Kentucky, respectfully represent, that they are creditors of the Knox Insurance Company as follows: that on the 17th day of August, 1852, and at the August term, 1852, of the circuit court of Knox county, Indiana, by the consideration of the said court, your petitioners recovered judgment against the said the Knox Insurance Company for the sum of nineteen hundred and eight dollars thirty-eight cents and costs; that the said judgment remains in full force, wholly unpaid and due, and the said the Knox Insurance Company is insolvent notoriously, and wholly destitute of property subject to execution.

Whereupon, inasmuch as otherwise they will be without any remedy for the recovery of the money so as above stated due to them, they respectfully pray that they may be permitted as creditors to come in with the complainants in a certain suit in chancery now pending in this court, wherein Adam Ogilvie and others are complainants, and the Knox Insurance Company and others are defendants, and thereby as such creditors with said complainants receive such relief as may be just.

SAM'L JUDAH, *for Pet.*

And it is further ordered that the same be continued until the next term of this court.

And afterwards, to wit, at a circuit court begun, continued, and holden at Indianapolis, in said district, on the 16th day of May, in the year of our Lord one thousand eight hundred and fifty-three, that being the first judicial day of the May term of said court, before the Hon. Elisha M. Huntington, judge of said district of Indiana, Benjamin Thomas, esq., for A. Bryne, and several other petitioners, comes and moves the court on their petitions filed, to be made parties complainant, in these words, to wit:

To the Honorable the Circuit Court of the United States for the district of Indiana:

Your petitioner, R. N. Byrne, a citizen of the State of Michigan, respectfully represents, that he is a creditor of the Knox Insurance Company as follows: that is to say, that on the 25th day of February, 1852, and at the February term, 1852, of the circuit court of Knox county, in the State of Indiana, by the consideration of the said court your petitioner recovered judgment against the said the Knox Insurance Company for the sum of eighty dollars and seventy-three cents, and also his costs, amounting to the sum of eighty-six cents, on which said judgment an execution of fieri facias was afterwards, to wit, on the 13th day of July, 1852, issued from the clerk's office of said last mentioned court; which said execution was afterwards, to wit, on the day last aforesaid, returned by the sheriff of said county, to whom the same had been issued, that there was no property, real or personal, to satisfy the said execution; that the said the Knox Insurance Company is utterly and notoriously insolvent, and that the said judgment is due, in full force, and wholly unpaid. Wherefore your petitioner prays that he may be made party complainant to the bill of complaint now pending in this court, wherein Adam Ogelvie and others are complainants, and the said the Knox Insurance Company and others are defendants, and that the petitioner's said judgment, interest, and costs may be paid in full out of the assets in the said bill mentioned, or pro rata with the claims of the other creditors, and that he may receive such further and other relief as may be just, &c.

B. M. THOMAS,
For Petitioner.

To the Honorable the Circuit Court of the United States for the district of Indiana:

Your petitioners, George A. Trowbridge and Oliver A. Noyes, citizens of the State of New York, respectfully represent, that they are creditors of the Knox Insurance Company as follows: that is to say, that on the 19th day of August, 1852, and at the August term, 1852, of the circuit court of Knox county, in the State of Indiana, by the consideration of said court your petitioners recovered judgment against the said the Knox Insurance Company for the sum of twenty-seven hundred and eighty-six dollars and seventy-six cents, and costs amounting to eighty and one-half cents; on which said judgment execution was afterwards, to wit, on the 24th day of September, 1852, issued from the clerk's office of said court to the sheriff of said county, and said execution returned, no property found to satisfy the same; that the said the Knox Insurance Company is wholly and notoriously insolvent, and that the said judgment is in full force, wholly unpaid and due. Wherefore your petitioners pray that they may be made parties complainant to the bill of complaint now pending in the said court, wherein Adam Ogelvie and others are complainants, and the said the Knox Insurance Company and others are defendants, and that the claim of the said petitioners may be paid out of the assets in said bill mentioned in full, or pro rata with the other creditors, and that they may receive such further and other relief as may be just, &c.

B. M. THOMAS,
For Petitioners.

To the Honorable the Circuit Court of the United States for the district of Indiana:

Your petitioner, John Coulson, a citizen of the State of Maryland, respectfully represents, that he is a creditor of the Knox Insurance Company, as follows: that is to say, that on the 25th day of February, 1852, and at the February term, 1852, of the circuit court of Knox county, in the State of Indiana, by the consideration of the said court, your petitioner recovered judgment against the said the Knox Insurance Company for the sum of two thousand five hundred and seventy-two dollars and eighty cents, together with costs amounting to 84 cents, on which said judgment an execution was afterwards, to wit, on the 13th day of July, 1852, issued from the clerk's office of said court; and said execution being a fieri facias, was on the same day returned by the sheriff of the said county, to whom the same had issued, that no property, real or personal, was found to satisfy said execution; that the said the Knox Insurance Company is wholly and notoriously insolvent, and that the said judgment is in full force and wholly unpaid and due. Wherefore your petitioner prays that he may be made party complainant to the bill of complaint now pending in this court, wherein Adam Ogelvie and others are complainants, and the said the Knox Insurance Company and others are defendants, and that the said petitioner's claim may be paid in full out of the assets in said bill mentioned, or pro rata with the other creditors, and that he may receive such further and other relief as may be just, &c.

B. M. THOMAS,
For Petitioner.

To the Honorable the Circuit Court of the United States for the district of Indiana:

Your petitioners, Hebbard & Co., citizens of the State of Ohio, respectfully represent, that they are creditors of the Knox Insurance Company, as follows: that is to say, that on the 25th day of February, 1852, and at the February term, 1852, of the circuit court of Knox county, in the State of Indiana, by the consideration of the said court your petitioners recovered judgment against the said the Knox Insurance Company for the sum of seven hundred and forty dollars and fifty-one cents and costs, on which said judgment an execution of fieri facias was afterwards, to wit, on the 13th day of July, 1852, issued from the clerk's office of said county; which said execution was on the day last mentioned returned by the sheriff of said county, to whom the same had been issued, that there was no property, real or personal, to satisfy the same; that the said the Knox Insurance Company is utterly and notoriously insolvent, and that the said judgment is due, in full force, and wholly unpaid. Wherefore your petitioners pray that they may be made parties complainant to the bill of complaint now pending in this court, wherein Adam Ogelvie and others are complainants, and the said the Knox Insurance Company and others are defendants, and that the judgment of your said petitioners, with the interest and costs, may be paid in full out of the assets in the said bill of complaint mentioned, or pro rata with the claims of the other creditors, and that they may receive such further and other relief as may be just, &c.

B. M. THOMAS,
For Petitioners.

To the Hon. the Circuit Court of the United States for the district of Indiana:

Your petitioners, John P. Morton and Henry A. Griswold, citizens of the State of Kentucky, respectfully represent that they are creditors of the Knox Insurance Company, as follows: that is to say, that on the 25th day of February, 1852, and at the February term, 1852, of the circuit court of Knox county, in the State of Indiana, by the consideration of the said court, your petitioners recovered judgment against the said the Knox Insurance Company for the sum of sixty dollars and twenty-five cents and costs of suit, on which said judgment an execution of fieri facias was afterwards, to wit, on the 13th day of July, 1852, issued from the clerk's office of said court, which said execution was on the same day returned by the sheriff of said county, to whom the same had been issued, that no property, real or personal, was found in his bailiwick to satisfy said execution ; that the said the Knox Insurance Company is wholly and notoriously insolvent, and that the said judgment is due, is in full force, and wholly unpaid.

Wherefore your petitioners pray that they may be made parties complainant to the bill of complaint now pending in the court, wherein Adam Ogelvie and others are complainants, and the said the Knox Insurance Company and others are defendants; and that the said judgment, interest, and costs may be paid in full out of the assets in said bill mentioned, or pro rata with the other creditors; and that they may receive such further and other relief as may be just, &c.

B. M. THOMAS,
For Petitioners.

To the Honorable the Circuit Court of the United States for the district of Indiana:

Your petitioner, Simon D. Powers, a citizen of Wisconsin, respectfully represents, that he is a creditor of the Knox Insurance Company, as follows: that is to say, that at the August term, 1851, of the circuit court of Knox county, in the State of Indiana, to wit, on the 20th day of said month, by the consideration of the said court, your petitioner recovered judgment against the said the Knox Insurance Company for the sum of one thousand dollars and costs of suit, on which said judgment an execution of fieri facias was afterwards issued from the clerk's office of said court, of said county, which said execution was thereafter returned by the sheriff of said county, to whom the same had been issued, that no property, personal or real, was found in the said county to satisfy said execution; that the said the Knox Insurance Company is utterly and notoriously insolvent; and that the said judgment is due in full force and wholly unpaid.

Wherefore your petitioner prays that he may be made party complainant to the bill of complaint now pending in this court, wherein Adam Ogelvie and others are complainants, and the said the Knox Insurance Company and others are defendants; and that the said judgment, interest and costs, may be paid in full, or pro rata with those of the other creditors, and that he may receive such further and other relief as may be just, &c.

B. M. THOMAS,
For Petitioner.

To the Honorable the Circuit Court of the United States for the district of Indiana:

Your petitioners, Abbey and Rose, citizens of the State of Ohio,

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respectfully represent that they are creditors of the Knox Insurance Company, as follows: that is to say, that on the 25th day of February, 1852, and at the February term, 1852, of the circuit court of Knox county, in the State of Indiana, by the consideration of the said court, your petitioners recovered judgment against the said the Knox Insurance Company for the sum of three hundred and seventy-six dollars and ninety-nine cents, together with their costs amounting to eighty and one-half cents, on which said judgment an execution of fieri facias was afterwards, to wit, on the 13th day of July, 1852, issued from the clerk's office of said court, which said execution was, on the same day, returned by the sheriff of said county, to whom the same had been issued, that there was no property, real or personal, to satisfy said execution ; that the said the Knox Insurance Company is utterly and notoriously insolvent; and that the said judgment is due in full force and wholly unpaid.

Wherefore your petitioners pray that they may be made parties complainant to the bill of complaint now pending in this court, wherein Adam Ogelvie and others are complainants, and the said the Knox Insurance Company and others are defendants; and that the said judgment, interest, and costs may be paid in full out of the assets in said bill mentioned, or pro rata with the claims of the other creditors; and that they may have and receive such further and other relief as may be just, &c.

B. M. THOMAS,
For Petitioners.

To the Honorable the Circuit Court of the United States for the district of Indiana:

Your petitioner, Samson Cariss, a citizen of the State of Maryland, respectfully represents, that he is a creditor of the Knox Insurance Company, as follows: that is to say, that on the 19th day of August, 1852, and at the August term, 1852, of the circuit court of Knox county, in the State of Indiana, by the consideration of the said court, your petitioner recovered judgment against the said the Knox Insurance Company for the sum of two hundred and sixty-eight dollars and eleven cents, together with 96 cents of costs, on which said judgment was afterwards, to wit, on the 24th day of September, 1852, issued from the office of the said court an execution of fieri facias to the sheriff of said county, and which was, to wit, on the 27th day of said September, returned by him that no property, real or personal, could be found in his said bailiwick to satisfy the same; that the said the Knox Insurance Company is utterly and entirely insolvent; and that said judgment is due, is in full force, and wholly unpaid.

Wherefore your petitioner prays that he may be made party complainant to the bill of complaint now pending in this court, wherein Adam Ogelvie and others are complainants, and the said the Knox Insurance Company and others are defendants; and that the said jugment, interest, and costs may be paid in full out of the assets in said bill mentioned, or pro rata with the claims of the other creditors, parties to the said bill; and that he may have such further and other relief as may be just, &c.

B. M. THOMAS,
For Petitioner.

To the Honorable the Circuit Court of the United States for the district of Indiana:

Your petitioner, Henry Covington, a citizen of the State of Maryland, respectfully represents, that he is a creditor of the Knox Insurance Company, by virtue of a judgment which your petitioner, by the name of H. Covington, recovered against the said the Knox Insurance Company, on the 20th day of August, 1852, at the August term, 1852, and by the consideration of the circuit court of Knox county, in the State of Indiana, for the sum of four hundred and thirty-nine dollars and thirty-one cents, together with costs amounting to 96 cents, on which said judgment there was issued from the clerk's office of the said court afterwards, to wit, on the 24th day of September, 1852, an execution of fieri facias to the sheriff of said county, and was by him on the same day returned that no property, real or personal, was found in his bailiwick to satisfy the same or any part thereof; that the said the Knox Insurance Company is utterly and notoriously insolvent, and that the said judgment is in full force and wholly unpaid and due.

Wherefore your petitioner prays that he may be made party complainant to the bill of complaint now pending in this court, wherein Adam Ogelvie and others are complainants, and the said the Knox Insurance Company and others are defendants; and that the said petitioner's claim may be paid out of the assets in said bill mentioned in full, or pro rata with the other creditors; and that he may receive such further and other relief as may be just, &c.

B. M. THOMAS,
For Petitioner.

To the Hon. the Circuit Court of the United States for the district of Indiana:

Your petitioner, George W. Atchison, of the city of St. Louis, Mo., respectfully states that he is a creditor of the Knox Insurance Company in manner following—that is to say, that by the consideration of the St. Louis court of common pleas in and for the county of St. Louis, and State of Missouri, in a certain suit in said court, wherein he was plaintiff, and the Knox Insurance Company was defendant, lately, on the 15th day of December, 1853, it was adjudged that he, the plaintiff, recover of the said the Knox Insurance Company the sum of eleven hundred and seventeen dollars, and his costs, amounting to the sum of sixty-two dollars and thirty cents; and that afterwards execution was issued in due form of law on said judgment, and has been duly returned, no property found to satisfy the same; and that said judgment is yet in full force, unreversed and wholly unpaid.

The petitioner exhibits herewith the record of said judgment, and avers that the interest on the said judgment and costs now amounts to a large sum, $500, and prays to be made a party complainant to the suit now pending in this court, wherein Adam Ogilvie and others are complainants, and the Knox Insurance Company and others are defendants.

SAM'L JUDAH,
For Pet.

And afterwards, to wit, at a circuit court of the United States for the district and circuit aforesaid, on the 6th day of December, in the year of our Lord one thousand eight hundred and fifty-three, that being the 14th judicial day of the said term, before the same judge as aforesaid, come now Samuel P. Hall and John Ludlow, by B. M. Thomas, esq., and Elisha B. Sprague, Henry R. Root, by S. Yandes, esq., and file their petitions to be made party complainants herein, which petition is in these words, to wit:

To the Honorable the Circuit Court of the United States for the district of Indiana:

Your petitioners, Samuel R. Hall, John Ludlow, and Elisha R. Sprague and Henry R. Root, respectfully and respectively state, that they are respectively creditors of the Knox Insurance Company as follows, to wit:

Samuel P. Hall, on the 9th day of September, 1853, in the circuit court of Knox county, Indiana, by the consideration of the said court, recovered judgment against the said the Knox Insurance Company for the sum of five thousand six hundred and seventy-five dollars ($5,675).

That an execution of fieri facias issued thereon, October 27, 1853, and was returned October 29, 1853, no property found.

John Ludlow recovered judgment in the same court, against the same company, on the 27th day of August, 1851, for two thousand six hundred and sixty dollars and nine cents, ($2,660 09,) on which an execution of fieri facias was issued October 13, 1853, and on the first day of November, 1853, returned no property found, real or personal, by the sheriff of said county, to whom the several executions aforesaid had issued.

That the said judgments remain in full force and wholly unpaid and due; that the said the Knox Insurance Company is notoriously insolvent, and totally destitute of property subject to execution. Wherefore, as otherwise your respective petitioners will be without any remedy for the recovery of the claims so as above set forth, they pray that they may respectively be permitted, as creditors, to come in with the complainants in a certain suit in chancery, now pending in this court, wherein Adam Ogilvie and others are complainants, *and the Knox Insurance Company and others are complainants*, and the Knox Insurance Company and others are defendants, and thereby, as creditors with the said complainants, recover a pro rata proportion of the funds and assets with the said complainants, and have such further and other relief as may seem just, and your petitioners will, &c.

B. M. THOMAS,
For Pet.

S. YANDES,
One of Sol'rs for Sprague & Root.

To the Honorable the Judges of the Circuit Court of the United States for the district of Indiana:

Your petitioners, Benjamin F. Baker, Andrew J. Low and Robert Whitney, citizens of the State of Kentucky, respectfully represent, that they are creditors of the Knox Insurance Company as follows, viz: on the 31st day of May, A. D. 1852, and at the May term, A. D. 1852, of the circuit court of the United States for the seventh circuit and district of Indiana, by the consideration of said court your petitioners recovered a judgment against the said Knox Insurance Company in an action of debt, then pending in said court, for the sum of five hundred and fifty-one dollars and thirty-nine cents ($551 39), being for five hundred and twelve dollars and fifty cents debt, and thirty-eight dollars and eighty-nine cents damages, on which said judgment an execution was afterwards, to wit, on the 7th day of June, A. D. 1852, issued from the clerk's office of said court, and said execution was, on the 16 day of September, A. D. 1852, returned by the marshal of said district, to whom the same had issued, that no property, real or personal, was found to satisfy said execution. That the said Knox Insurance Company is wholly and notoriously insolvent, and that the said judgment is in full force and wholly due and unpaid. Wherefore your petitioners pray that they may be made parties complainant to the bill of complaint now pending in this court, wherein Adam Ogilvie and others are complainants, and the said Knox Insurance Company and others are defendants, and that the said petitioners' claim may be paid in full out of the assets in said bill set forth and mentioned, or pro rata with the other creditors, and that they may receive such other and further relief as to equity may belong, &c.

J. CAVEN,
For Petitioner.

The petition of William C. Huff and Goodhue Amhoise, and also that of Simeon D. Powers, show, that the said Huff and Ambrois recovered in the Knox circuit court, in the State of Indiana, on the 12th day of March, 1855, against the Knox Insurance Company aforesaid, judgment for the sum of six thousand sixty-one dollars and fourteen cents, and costs of suit, amounting to ; that subsequently thereto an execution of fieri facias issued on said judgment; which execution was returned by the sheriff of said county on the 10th day of April, 1855, by the said sheriff, that there was no property found in said county subject to execution, real or personal.

The petitioner also states, that no portion of said judgment has been paid.

That the said Simeon D. Powers recovered, in the said Knox circuit court, on the 18th day of August, 1851, against the said Knox Insurance Company, a judgment for one thousand dollars, and costs of suit, amounting to ; that subsequently thereto an execution of fieri facias on said judgment; which execution was returned by the sheriff of said county on the 1st day of March, 1852, that there was no property, real or personal, found in his bailiwick to satisfy the said writ, or any part thereof.

The respective petitioners therefore state, that there is no other chance of payment than to be admitted as joint complainants in this suit, and be decreed their joint proportion of the assets involved in this proceeding, which they pray respectively may be done, and they will, &c.

B. M. THOMAS,
Solicitor for Petitioner.

To the Hon. Circuit Court of the United States for the district of Indiana:

Your petitioners, Benjamin F. Baker, Andrew Low and Rowland Whitney, citizens of the State of Kentucky, respectfully show, that on the 31st of May, 1852, by the consideration of s'd court, they recovered against the Knox Insurance Company, a corporation created by the laws of the State of Indiana, and a citizen of Indiana, a judgment for five hundred fifty-one dollars and thirty-nine cents, together with their costs of suit, taxed at, to wit, $50; and afterwards, to wit, on the day of , 1852, they sued out of s'd court a writ, under the seal of s'd court, which commanded the marshal of s'd district of the property of s'd insurance company to make s'd sum of money and costs, and have the same before s'd court, to render to your petitioner; which writ s'd marshal afterwards, to wit, on the day of , 1853, returned to said court with his endorsement thereon, that s'd insurance company had no property in his district out of which to make any s'd moneys. S'd judgment is in full force wholly unsatisfied, and said moneys are still due your petitioners.

Adam Ogilvie and others have filed their bill in chancery in s'd court, in behalf of themselves, as judgment creditors, and of all others who may come in as parties thereto, and against s'd insurance company and divers others, alleged *alleged* to be indebted to s'd insurance company, praying that s'd debtors may be decreed to pay s'd plaintiff, which suit in chancery is now pending in s'd court.

Your petitioners therefore pray that they may be made parties plaintiff thereto, and recover their s'd debt and costs, and have all other proper relief. And, as in duty bound, &c.

THOMAS,
Sc. for Petitioners.

To the Hon. Circuit Court of the United States for the district of Indiana:

Your petitioner, N. H. Brigham, a citizen of the State of Louisiana, respectfully shows, that on the 18th of March, 1854, he recovered by the consideration of the Knox circuit court, in and for Knox county, in said State of Indiana, a judgment against said Knox Insurance Company for fourteen hundred dollars, together with his costs in that suit expended, taxed at, to wit, twenty dollars. And on the 23d of said March, he sued out of said Knox circuit court a writ, tested by its clerk and seal, which commanded the sheriff of said Knox county of the property of said Knox Insurance Company to make said judgment and costs, which writ was then and there put into the hands of the sheriff of said county to be executed, who afterwards, to wit, on the of March, 1854, returned said writ with his endorsement thereon, that no property of said Knox Insurance Company was found in his county, out of which to make any of said moneys. Said judgment is in full force and wholly due your petitioner.

Adam Ogilvie and others have filed their bill in chancery in said United States court in behalf of themselves, and of all others who may come in and be made parties, and against said Knox Insurance Company and others alleged to be indebted to said insurance company, praying that said debtors may be decreed to pay said plaintiffs, which suit is pending in this court.

Your petitioner therefore prays he may be made a party plaintiff in said suit, and recover his said debt and costs, and have all other proper relief.

THOMAS,
Sc. for Pet.

And it is thereupon ruled by the court that said petitioners be severally made plaintiffs in this suit.

To the Hon. the Circuit Court of the United States for the district of Indiana, in chancery:

The petitioners, Adam Ogilvie and others, respectfully state, that they are the complainants in a certain suit in chancery, now pending in this court, wherein the Knox Insurance Company and others are defendants; and that, since the last term of this court, they have discovered that one George F. Savitz is a debtor of the said Knox Insurance Company, as follows, to wit: that on or about the 15th day of July, 1850, one John Mitchell made his certain bill of exchange of that date, exhibited herewith and made a part hereof, and thereby requested the said George F. Savitz, ninety days after date, to pay to the order of the Knox Insurance Company, for value received, five hundred dollars, and the said George then and there, by his writing endorsed on said bill, accepted the same, and became liable to pay the money mentioned therein, but has not as yet, though often requested to do so, paid the same, or any part thereof; and also, that on about the 9th day of March, 1850, the said George subscribed for certain shares of the capital stock of the said company, 30 in number, and thereby became a stockholder of said company, and for the payment of the sum of 2,700 dollars, being so much of the amount of said shares, at 100 dollars per share, the said George made his note of that date, exhibited herewith and made a part hereof, and thereby promised the said company to pay the said company the said sum of 2,700 dollars, without relief from valuation or appraisement laws, on demand, in such sums and at such time as might be duly assessed thereon by order of the directors to meet the urgencies of said company; and that, on the same 9th day of March, 1850, the said George, with Mary J. Savitz, his wife, made their certain mortgage of that date to the said the Knox Insurance Company, exhibited herewith and made a part hereof, duly recorded in the recorder's office of Clark county, Ind., in mortgage-book No. 1, volume 1st, letter A, papers 216 and 217, for certain lots of land in the city Jeffersonville, Ind., described as lots numbers one, two, and three, in block No. seventy-nine, situated on Spring street, conditioned to be sold on the payment of the said note for $2,700; and the petitioners state *and* that, after the making of said note, various assessments were made thereon, as is stated in the bill in the said suit; that the said Savits had notice thereof; and that all the money in said note mentioned is due and unpaid. Wherefore your petitioners pray that said George F. Savitz and Mary Jane, his wife, may be made defendants to the said suit, and that process issue of subpœna, and that they answer the matters stated in said bill and in this petition.

SAM'L JUDAH, *for Pet.*

And on motion of Mr. Judah, for complainants, it is ordered that

George F. Savitz and Mary Jane Savitz, his wife, be made defendants to the complainants' bill, and that process of subpœna be issued, commanding them to answer the said petition and the bill of complaint filed herein, in pursuance of the rules of this court.

And afterwards, to wit, at a circuit court begun, continued, and holden at Indianapolis, in said district, on the 1st day of December, in the year of our Lord one thousand eight hundred and fifty-three, that being the 10th judicial day of the November term of said court, before the Hon. Humphrey H. Leavitt, judge of said court by special appointment, comes now Samuel Judah, esq., and files bond for costs for Charles N. Harding, Leonard L. Hyatt, James Montgomery and Samuel Montgomery, Shropshire and Massey, McClusky, Anglerodt and Barthe, who are admitted party complainants in this suit.

And afterwards, to wit, on the 13th day of December of said year, the following process of subpœna was issued:

The President of the United States of America to the Marshal of the district of Indiana, greeting:

You are hereby commanded to summon George Savitz and Mary Jane Savitz, his wife, citizens of the State of Indiana, impleaded with the Knox Insurance Company, if they may be found in your district, to be and appear at the clerk's office of the circuit court of the United States of America, for the district of Indiana, before the judges thereof, at rules at Indianapolis, on the third Monday in May next, then and there to answer the exigency of the bill of complaint of and petition of Adam Ogilvie and others vs. The Knox Insurance Company, citizens and residents of the State of Indiana, filed in the clerk's office of said court; and have you then there this writ.

Witness Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, and the seal of the circuit court of the United States for the district of Indiana hereunto affixed, at Indianapolis, this thirteenth day of December, in the year of our Lord one thousand eight hundred and fifty-three.

H. BASSETT, *Clerk*.

The defendants will enter their appearance to the complainants' bill of complaint in the clerk's office of said court, on or before the first Monday in May next, or in default thereof the same will be taken pro confesso.

H. BASSETT, *Clerk*.

Which writ was duly delivered to the marshal, and by him returned, endorsed as follows:

Served this process, as within commanded, upon George and Mary Jane Savitts, on the 1st day of April, 1854, by reading and copy.

JOHN L. ROBINSON.

And also on the same day:

The court, being sufficiently advised on the motion heretofore made, order that said Trowbridge and Noyes be made complainants herein, on the filing of a bond for costs, approved of by the clerk; and day is given.

And also on the same day:

It is ordered that Sampson Caress be made a party complainant in this suit on the filing of a bond for costs, approved of by the clerk.

And also on the same day:

It is ordered that the said petitioner Henry Covington be made a party complainant in this suit, on the filing of a bond for costs, approved of by the clerk.

And also on the same day:

It is ordered that said petitioner John Coulson be made a party complainant in this suit, on the filing of a bond for costs, approved of by the clerk.

And also on the same day:

It is ordered said petitioners Hibbard and others be made party complainants, on the filing of a bond for costs, approved of by the clerk, in 90 days.

And also on the same day:

It is ordered that said petitioner Bryne be made a party complainant in this suit, on the filing of a bond for costs, approved by the clerk, in 90 days.

And also on the same day:

It is ordered that said petitioners John B. Morton and Henry A. Griswold be made party complainant in this suit, on the filing of a bond for costs in 90 days, approved by the clerk.

And also on the same day:

It is ordered that said petitioner Simeon D. Powers be made a party complainant in this suit, on the filing of a bond for cost in 90 days, approved of by the clerk.

And also on the same day:

It is ordered that said petitioners Abby et al. be made party complainants in this suit, on the filing of a bond for costs in 90 days, approved by the clerk.

And also on the same day:

It is ordered that said petitioner Charles M. Harding be made a party complainant in this suit, on the filing of a bond for costs herein in 90 days, approved by the clerk.

And also on the same day:

It is ordered that said petitioners James Montgomery and Samuel Montgomery be made party complainants in this suit, on the filing of a bond for costs in 90 days, approved of by the clerk.

And on the same day come now the parties, by counsel; and thereupon, on motion of Mr. Judah, solicitor for complainant, depositions of complainants are filed and ordered to be published, and this cause continued until the next term of court.

And the depositions are in these words and figures, to wit:

Depositions taken at the office of Sam'l Judah, in Vincennes, on Thursday, the 24th day of March, 1853, to be read in evidence in a suit in chancery in the circuit court of the United States for the district of Indiana, in which Ogilvie and others are complainants, and the Knox Insurance Company and others are defendants, taken by consent, in the presence of Samuel Judah, att'y for the complainants, and of Randall Crawford, attorney for the defendants, other than the Knox In. Co.

Cyrus M. Allen, on part of complainant, being sworn, says:

1 qut. State your connection with the Knox Insurance Co., from the 7th Jan'y, 1850.

Ans. From the 7th Jan'y, 1850, to either Jan'y or Feb'y, 1851, I was the secretary of said company; from May, 1851, to the present time, president of said company.

2. State whether you are now a stockholder in said company, or have any interest in it?

2 ans. In November, 1851, the board of directors of said company, at a meeting thereof, authorized and assented to the transfer of the five shares of stock held by me in said company, the same being fully paid out, but said transfer has never been actually made. At the time said order was made, I considered the stock of no value whatever, nor do I now consider it of any value.

3. State if notices of the various assessments upon the capital stock of said company was properly given up, and how?

3 ans. I am unable to say; Mr. Ryan was the secretary at the time a portion of the assessments were made, and I have no knowledge of notices, except as obtained from him; an assessment of ten per cent. was made on the capital stock of the company on 17th Dec'r, 1850, of which the stockholders were notified by mail; the notices to Jeffersonville stockholders were, I think, sent by mail to Mr. Savity, to be by him delivered, but of this I am not positive, as Mr. Ryan attended to that duty.

4. State your knowledge of the employment and authority of Robert N. Carnan to procure subscriptions to the capital stock of said company, and especially from the defendants, the Jeffersonville stockholders.

4 ans. At a meeting of the board of directors of the Knox Insurance Company, at their office, on the 12th day February, 1850, among other proceedings of said board the following resolution was by said board adopted:

Resolved, That Robert N. Carnan be appointed to procure subscriptions to the capital stock of this company, with power to appoint assistants in different parts of the west.

Mr. Carnan was, at the date of said meeting, the president of the company, and it was under the instruction aforesaid, and by the authority of said resolution, that Mr. Carnan procured the subscriptions of a part of the defendants herein, amounting, I think, to about $44,000. Mr. Carnan had no authority other than conferred by said resolution, and as president and a director of said company.

5. State whether an exhibit of the affairs of the Knox Insurance Company, made by you as secretary of the company, dated April 22d, 1850, of the state of the company on the 31st March, 1851, marked Exhibit Z, as part of the answers of some of the defendants, is correct or not?

5 ans. Some time in the month of April, I think, 1850, an exhibit of the condition of the company was made from the books thereof; not having the exhibit before me, I can only speak of its contents from recollection; it showed the receipts and disbursements of the company to a particular time, I think the 31st March, and *should* a balance of either 25,000 and odd dollars, or 26,000 and odd dollars. Said exhibit was correct, and showed the condition of said company up to the time purported by it, so far as the same was known or shown by the books of said company. It was prepared by Mr. Ryan, the then *broker* keeper of the company, and signed by me as secretary, and I think was under the seal of the company, though of the latter I am not positive. Said exhibit was afterwards, and in either August or September of the same year, compared with the books of the company by Messrs. George F. Savity and William Hughes, a committee sent on the part of the Jeffersonville directory and stockholders to examine into the affairs of said company, and by them stated to be correct, and correspond with the books of said company. The above statement by Savity and Hughes was made in the office of said company, and in my presence and that of several of the directors of said company.

6. State if the subscriptions of stock taken by Carnan at Jeffersonville, or by any agent appointed by him, were entered upon the books of the company, and received by said company?

6 ans. The subscriptions of all the defendants were taken by either Mr. Carnan, or by others appointed by him; they were reported to the company, entered upon the books containing a list of the subscribers to the capital stock, with the names and numbers of shares taken, and subscribed by each individual, and also entered upon the ledger for stockholders of said conpany. Certificates of stock were likewise issued to each stockholder and delivered.

7. State whether the defendants exercised their rights as stockholders by voting for directors of said company, or otherwise?

Ans. No election for directors was held after said subscriptions were made, until the difficulty between the Jeffersonville branch and the branch at Vincennes.

At the time said subscriptions were made there were four vacancies in the board of directors, which were filled by the board at

Vincennes, by the election of Levi Sparks, Simon Bottorff, James Keiger and William Hughes, to represent the interests of the Jeffersonville stockholders in said company. Said directors acted as a local board of said company at Jeffersonville, and kept a minute of their proceedings.

7. State the time at which the committee from Jeffersonville, consisting of Savity and Hughes, visited the office at Vincennes, and whether any of the stockholders at Jeffersonville were in the office at Vincennes previous to that time; and if so, what and where.

7 ans. Said committee visited the office at Vincennes in either August or September of 1850; I think August. I *known* of no stockholder at Jeffersonville visiting the office prior to that time.

8. State what you know, if anything, of objections being made by any of the Jeffersonville stockholders to further subscriptions being made to the capital stock of said company; when made and by whom.

Ans. In the month of May, 1850, I was at Jeffersonville and had an interview with George F. Savity, the agent of the company and ex officio secretary of the local board at Jeffersonville. I also spoke to several other stockholders, but don't now recollect who they were. Mr. Savity stated that it was the wish of the Jeffersonville stockholders that no further subscriptions should be made until after the July meeting, at which time a dividend was expected to be declared; that it was the wish of the Jeffersonville stockholders that the first dividend should be distributed over as small an amount of stock as possible, that the dividend might be larger on each share of stock. I cannot now recollect any particular stockholder with whom I conversed, but am certain that this opinion was expressed by persons owning a majority of the stock at Jeffersonville.

9. State if the persons with whom you then conversed were apprized of the true condition of the company, and if the directors at Vincennes expected a dividend in July.

Ans. So far as the condition of the company was known at Vincennes, the local board and all the stockholders at Jeffersonville with whom I conversed were informed of the true condition of the company, and the directory at Vincennes expected a dividend at the July meeting of 25 p. c. At the time of the conversations above spoken of, I was informed by the Jeffersonville stockholders of a loss of $50,000, at Owensburgh, Ky., which had occurred between the time of my leaving home in Jeffersonville.

10. State what you know, if anything, of the demand of payment from the various parties of the notes and bills sued on.

Ans. Assessments were made, as stated in my answer to 3d interrogatory; as to any special demand of payment beyond notice of the assessments, I know nothing.

11. State when you first heard of the objections of the defendants, or any of them, to the validity of their subscriptions.

Ans. I do not now distinctly recollect. The first intimation I had of dissatisfaction on the part of the Jeffersonville stockholders was about the time the committee visited Vincennes, in August; I had not then heard of any objection on account of validity of subscriptions. A few days after said committee visited Vincennes, I learned that there was some misunderstanding with reference to a certified statement furnished by me as sect'y, being Z referred to above. I telegraphed to Mr. Savitz to have a meeting of the directors or local board at Jeffersonville, and immediately went to Jeffersonville, where I met the local board. At that meeting I think nothing whatever was said at that time about the validity of their subscriptions, and said board said that they would take time to consider as to what was best to be done between that time and the 1st of January following. I heard first that some, or all, of the stockholders objected to the validity of their subscriptions.

12. When did losses so accumulate on the company that its prosperity became doubtful?

Ans. From July, 1850, to March, 1851.

13. State all you know about the New York stock transaction and the knowledge of the Jeffersonville defendants, or any of them.

Ans. There was subscribed of what was usually called New York subscriptions, the number of eight hundred and seventy-five shares, being $87,500, which was approved by the directors of the company at a meeting held on the 5th Jan'y, 1850, and certificates of stock issued and delivered; afterwards, and about the 12th of February, 1850, circumstances inducing the belief on the part of the directory at Vincennes that the New York stockholders were not acting in good faith, when said directory adopted a resolution requiring all stockholders to pay 10 p. c. on their subscriptions, and secure the residue by mortgage on real estate or good personal security; that said New York stockholders failed to secure their said subscriptions, when their stock was forfeited, their notes returned, and the certificates of stock issued to them by the company were returned to said company, and after Carnan returned with the Jeffersonville subscriptions. Whether the subscribers at Jeffersonville were informed of these facts at the time they made their subscriptions, I am unable to say; I had no conversation with any of them with reference to it until after the subscriptions were made. The first conversation I had with any of them was as late as the tenth of May, 1850, when the matter was freely spoken of between Savity and myself and others, but I cannot mention any particular individual. No dissatisfaction was expected, but, on the contrary, all I conversed with approved it, and had made their subscriptions with knowledge that such course was to be pursued as stated by them.

Adjourned to 2 o'clock p. m.

Since the adjournment I have executed and assigned to Joseph G. Bowman the certificates for the five shares of stock spoken of in answer to 2d interrogatory. Said assignment is made under the resolution of board of directors, of date of Nov. 17th, 1851; the same is made without consideration, and said assignment is made without any knowledge of the same on the part of Mr. Bowman, and without anything being paid by him.

Cross-examined.

1. Explain how your stock has been fully paid out.

Ans. First by the payment of five per cent. on the amount of their shares at the time of subscribing; also by the payment, first, of five per cent. on two shares at the time of subscribing, and afterwards, under the resolution of the board of directors of 12th Feb'y, of 5 p. c. additional; the residue of said stock was paid in cash, except 200, issued on my salary as an officer of the company. The cash payment was made by the payment of my proportion of a draft of five thousand dollars, drawn to pay losses by the company, and endorsed by J. H. N. Wise, Heberd Burtch, Maddox, Brooks, Bowman and myself. Said draft was drawn about the 23d Jan'y, 1851, with the agreement and understanding on the part of the endorsers and directors, that if said draft had to be paid by the endorsers, they should have credit for the amount of their stock notes.

Ques. State if, at the time the Exhibit Z referred to in your answer to 5th interrogatory was shown at Jeffersonville to Savity and others, the company had not intelligence of divers losses which had not been entered on the books of said company.

Ans. I think not; the losses of the company at the agencies were reported at the end of each month, and entered upon the books of the company; I know of no losses occurring at any of the agencies during the month of March, 1850, except at the St. Louis, Mo., amounting to some eight thousand dollars, and I know of no other losses during that month, though I am not positive that other losses did not occur at the time said exhibit was produced to me by Mr. Savity; he had a knowledge of said losses at St. Louis, and that arrangements had been made for the same.

3. Explain what you mean by your answer to 6th interrogatory, when you say the Jeffersonville subscriptions were received by the company.

Ans. That on Mr. Carnan's return from Jeffersonville, at a meeting of the board of directors, he informed them that he had procured subscriptions to the amount of some $40,000. Certificates of stock thereupon issued to the several subscribers for the amounts respectively subscribed, and the notes of the subscribers for 90 p. c. on their subscriptions were filed with the proper officer of the company. I do not wish to be understood as saying that said subscriptions were approved by any formal resolution of the board of directors, but the same were always recognised by the board of directors, and at a meeting of the board of directors of Dec'r 17, 1850, was by preamble and resolutions recognised said subscriptions as a part of the capital stock. No resolution of the board of directors was ever adopted directing the issuing certificates.

No entries were made on the company's books except by the secretary, clerk, book-keeper and president; as to the delivery of certificates, and the date of issuing the same, I know they were issued and delivered to Mr. Savitz, and I learned from him that they were delivered to the several subscribers by him; said certificates were issued on 2d and 9th March, 2d and 13th May. My knowledge of the local board at Jeffersonville keeping a minute of their proceedings is obtained from others, and from the record of their proceedings. I know of my own knowledge that they held one meeting, having been present, in the month of September, 1850, I think; I had no conversation with any of the Jeffersonville stockholders as to the amount of stock subscribed and secured at Vincennes, prior to the time at which Savitz and Hughes visited Vincennes. I don't mean to be understood in answer to 9th interrogatory as having any reference whatever to the stock of said company, but merely to receipts, disbursements and liabilities of the company independent of the stock.

State when the $87,500 of New York subscriptions were obtained; by whom subscribed, and when.

Ans. The subscriptions were made at different times. The first subscriptions were made prior to August, 1849, and at the November meeting of the board of directors $50,000 of the New York subscriptions were approved by the board, viz:

H. F. Tallmadge, 50 shares; Jno. B. Haskins, 25 shares; Edward Eldridge, 25 shares; Zephaniah Platt, 30 shares; H. B. Schoolcraft, 20 shares; Chas. H. Stewart, 30 shares; W. T. Dellegan, 25 shares; Chas. Mix, 20 shares; G. W. Chester, 50 shares; W. E. Eldridge, 30 shares; J. W. Westervelt, 50 shares; N. E. Schoomaker, 25 shares; Sam'l Stiles, 50 shares; S. W. Cronk, 20 shares; J. H. Colton, 50 shares. These subscriptions were made by Benjamin S. Whiting as attorney in fact for the several parties, and at the time the books were first opened for stock. Afterwards, on the 5th of January, 1850, Mr. N. T. Eldridge, the agent of the company at New York, at a meeting of the board of directors at Vincennes, other subscriptions were reported, amounting to the sum stated. These subscriptions were as follows: W. F. Delegan, 25 shares; Jno. B. Haskins, 25 shares; H. B. Schoolcraft, 20 shares; Ew'd Eldridge, 25 shares; H. F. Talmadge, 50 shares; Sam'l Coul, 50 shares; Ben. C. Dulcher, 50 shares; J. W. Westervelt, 50 shares; Wilmot Williams, 50 shares; R. C. Acherly, 50 shares; Jno. Lovejoy, 50 shares; Ashbell Jones, 50 shares; Fred. Mason, 20 shares; E. C. Delaran, 10 shares; E. W. Chester, 50 shares; Ben. C. Dulcher, 50 shares; N. E. Eldridge, 50 shares; Zeph. Platt, 30 shares; C. H. Stewart 30 shares; Sam'l Stiles, 50 shares; W. D. Nichols, 10 shares; D. W. Townsend, 30 shares; S. Remington, 50 shares; J. H. Colton, 50 shares.

On these subscriptions I do not know of my own knowledge that anything was actually paid; the only knowledge I have on that subject was the presentation of several certificates of deposit, specifying that the money was deposited in some bank (I don't now recollect what bank) in New York; notes for the 95 per cent. were given, but no endorser or other security. Before the subscriptions last made the 5 per cent. was deposited, as shown by Mr. Eldridge, the agent of the company in New York, and notes taken for balance without security; also a small portion only of the cash payment, say $300, was used by the company; the residue was directed to be returned when the New York subscribers failed to secure their stock, as also their stock notes. In my conversation with the Jeffersonville stockholders relative to New York subscriptions, I mentioned the fact that they (the New Yorkers) had refused to secure their stock; that, from their conduct, we supposed they were disposed to act unfairly, and that for that reason the board of directors had required the payment of 10 per cent. and the securing the stock notes; that they had failed to do so, and the directors had determined to supply their places with western stockholders. Every stockholder at Jeffersonville with whom I conversed expressed himself as understanding the matter from the first, and as understanding the object of the resolution to be to force the New York subscribers either to secure their subscriptions or leave the company, and were pleased that the latter had been the result. The object of the company in appointing Mr. Carnan to solicit subscriptions was to supply the place of the New York subscribers if they fail to secure. The resolution requiring 10 per cent. to be paid, and subscriptions secured, was passed 12th Feb'y, 1850. About four weeks from this time the stock notes of the New Yorkers were directed to be given up to them. Their accounts were credited in full, and the certificates of stock returned, with the exception of $13,000, viz: N. E. Eldridge, $5,000; H. R. Schoolcraft, $2,000; Zephaniah Platt, $3,000; and Charles H. Stewart, $3,000; they saying that they would comply with the resolution of Feb'y 12th, 1850. They did not, however, and said New York subscribers were not afterwards in any way recognised as stockholders. On the 22d day of Feb'y, 1850, there had been subscribed outside of the New York subscription 115 shares of stock, and were what was usually called the Vincennes and Wabash stock, upon which 5 per cent.

in cash was paid at the time of subscribing, and notes executed for the balance without security. These subscriptions were all made prior to 1st Feb'y, 1850; between that time and 25th April there were subscribed 155 shares of what was called Wabash subscriptions, exclusive of the New York and Jeffersonville subscriptions. The schedule marked "A," C. M. Allen, is, I believe, a correct list of the stockholders, excluding the Jeffersonville and Clark county and New York subscribers, with the date at which their several certificates of stock were issued, their places of residence, the number of shares subscribed by each, the amount paid thereon in cash, the am't paid otherwise than in cash, and the amount still due. All payments made in claims against the company were made by the purchase of claims for losses; and further saith not.

CYRUS M. ALLEN.

Adjourned to Friday morning, March 25th, 1853, when, the same counsel being present as on yesterday, Rob't N. *Cowan* was called by comp'ts, and being by me duly sworn, testified as follows:

1 interrogatory. State your connection with the Knox Insurance Company from 1st Jan'y, 1850, and also whether you have any interest whatever in the stock of that company, or otherwise; and if so, what.

1 ans. I was president of said company on the 1st day of January, A. D. 1850, and remained president until the first Monday of January, A. D. 1851. I have no interest whatever in the stock of said company.

2 quest. State whether, and when, in the spring of 1850, you was appointed an agent for the Knox Ins. Co. to procure subscriptions of stock, the nature of your authority, and all your transactions, if any, under it.

I was appointed agent to procure subscriptions to said stock some time in the month of February, A. D. 1850. About the 20th of said February I proceeded, by way of Mount Pleasant, to Jeffersonville to procure such subscriptions. I saw Mr. Thomas Brooks at Mount Pleasant, and he told me that he would have about $12,000 of subscriptions to said stock by my return, and advised me to go to New Albany or Jeffersonville to procure subscriptions. After passing through New Albany, I went to Jeffersonville. I saw several of the present subscribers to said stock; shew them my authority, and a statement of the then condition of the company made out by Mr. Ryan, the clerk of the company, and certified by Mr. Allen, the secretary. I made no representations of the condition of the company other than that shown by said statement. I do not know whether that statement was correct or not; I told them that we had various agents in Iowa, Wisconsin, Michigan, and some of the southern States, and that those agents generally remitted in drafts on New York; that eastern exchange was not very saleable at Vincennes; that the bank generally had more eastern exchange than could be disposed of in this place, and that in all probability we would send our eastern exchange to the office *then* for sale.

There was a great deal of conversation between a few men at Jeffersonville and myself prior to their subscriptions. I cannot recollect all that was said, but assuredly did not intend to make the impressions upon their minds that there were seventy-five thousand dollars of said stock at that time held by the citizens of the Wabash, and never was aware that they were under that impression until about two months after the subscriptions were made. I was at that time, to wit, some time in May, in Jeffersonville, and saw Mr. Savitz at the office. He told me that they had taken about $67,000 of stock at that place. I replied to him that I was sorry to hear it, for that they had a good deal more stock than we had, and as it was the understanding that we were to take as much stock on the Wabash as they did at Jeffersonville, I should have to return home immediately, and have our part of the stock taken; Mr. Savitz replied that it was the wish of the Jeffersonville stockholders that no more stock should be taken until after the first of July; I told him that, in case the company should be unfortunate, I was afraid that that state of things might produce difficulty. He urged me to see Mr. Bottorff. I went to see Mr. Bottorff, and told him that I was very sorry to hear that they had increased their stock to $67,000; that it was largely more than we had, and that, unless I returned home and had our stock increased to that amount, I was afraid there would some difficulty hereafter. Mr. Bottorff made the same reply that Mr. Savitz did, that the stockholders at Jeffersonville were opposed to any further subscriptions until after the 1st of July next, and insisted that no more stock should be taken until after that time. When I was first at Jeffersonville there about $37,000 of stock taken, and it was understood when I left that this amount was to be increased to $50,000, but I had nothing to do with the taking the balance of the stock above $37,000. I explained to those persons who took the $37,000 our connection with the New York subscribers; that the people at Vincennes had refused to take stock to any amount as long as they had anything to do with the concern; that they had proposed to surrender their stock upon refunding to them the five per cent. they had paid; that we had accepted their proposition; and, from what I was told and heard, our wealthy men would take stock largely if they could get responsible men in the West to go in with them. It was the understanding at that time that the Wabash men and Jeffersonville folks should each in the end hold $75,000 of said stock. But the stockholders subscribed by them upon no condition whatever but those that were reduced to writing, and were to be submitted to our board for adoption. These conditions were submitted to the board at Vincennes by me, and were adopted, and certificates of stock issued to the Jeffersonville subscribers for $37,000. I admit that upon my return, and after the loss at St. Louis, I was deceived in the amount of stock which the citizens of Vincennes took.

3. State, so far as you can, any conversation you had with the def't Cullom, or in his presence, and especially in relation to $75,000 of Wabash stock, or $40,000 of eastern funds.

Ans. I have no recollection of anything more than is stated above.

Cross-examined.

1st. When did you dispose of your stock, to whom, and what price; and was it paid up?

Ans. I think it was in the fall of 1851; it was discharged by money and an allowance by the board for services—money $250, allowance about $150, and the certificate of stock assigned, I think, to Mr. Bowman by me for the benefit of Messrs. Bartch, Maddox, and himself, upon their paying the balance of it.

2d. In your answer to 2d direct question you state that you showed your authority as agent, a statement of the condition of the company, to some of those who subscribed for stock at Jeffersonville. Please state at what time this was, and whether that authority was in writing or not.

Ans. I think it was in the latter part of February, 1850; the authority was a written copy of resolutions of the board appointing me.

3d. Did you not state to some of those who subscribed for stock at Jeffersonville what amount of stock had been subscribed at Vincennes and on the Wabash? And if you did, what amount did you state had been so subscribed?

Ans. My impression is that I told them that there was, I presumed, about $40,000 taken on the Wabash at that time; and I came to the conclusion from what Mr. Brooks told me as I passed through Mount Pleasant, from Mr. Allen's telegraphing me while at Jeffersonville, that Mr. Bartch would take $5,000 the day he telegraphed, and from what I had heard when I left home of what others would take, and from the amount taken before I left home.

4th. Was that all you told them as to the amount of stock subscribed at that time at Vincennes and on the Wabash?

Ans. I think it was the substance of what I told them, but cannot say it was all, as there were so many conversations.

5th. Where is the written statement of the condition of the company which you showed them at Jeffersonville at the same time; and can you state what its contents were?

Ans. I think it was returned to the office at Vincennes. I cannot state its contents exactly; I think it showed a balance in favor of the company of something like $30,000. I never *show* them any other statement, as I recollect, but the one mentioned above.

6th. Did you not state to them at Jeffersonville that the company then had on hand $40,000 of eastern exchange, or to that effect?

Ans. I am very certain that I did not, and I am also very certain that I shew the exhibit alluded to above to every one with whom I had any conversation on the subject and who took stock. I might have said that we would probably hereafter have that amount.

7th. Did you not tell them at Jeffersonville that there had then been subscribed $75,000 of stock in s'd co. at Vincennes and on the Wabash, or to that effect?

Ans. I have no recollection of any such statement, and think it is a misapprehension of what I said.

8th. When you were at Jeffersonville in May, 1850, were told by Savitz how much stock had been subscribed there, did you tell him or Simon Bottorff how much had there been subscribed at Vincennes and on the Wabash, and paid or secured as the law required, and what did you tell either of them as to the amount?

Ans. I think I told Mr. Bottorff that there was about $40,000 of stock taken here and in this vicinity. This was a *new* surmise of mine. I did not intend to speak as knowing positively, (as explained above.)

9th. With whom was it the understanding at Jeffersonville that but $50,000 was to be taken at Jeffersonville, and afterwards that there were to be $75,000 taken at Jeffersonville, and the same amount on the Wabash?

Ans. The understanding was, I think, with those who subscribed at the time I was there, at least I am certain that was the understanding between Mr. Bottorff and myself, or I am very much mistaken.

10th. What were the conditions on which they subscribed for stock at Jeffersonville, and which you reported to the board at Vincennes, and they approved, as stated in your answer to 2d direct question?

Ans. The conditions are contained in the by-law for the Jeffersonville board. I cannot recollect all; some of them are, that a vice president should be elected, then a local board; that they should retain their ten per cent., have the privilege of leaving it, and not be called on for it except to pay losses, &c.

11th. At what time did the Knox In. Co. first do business by issuing policies of insurance?

Ans. I think about the middle of October, 1849.

12th. What amount of stock had been subscribed and paid or secured when the company first issued such policies?

Ans. There had been something upwards of fifty thousand dollars subscribed and secured by note of the stockholders.

13th. Give the names of the subscribers, and the number of shares each had taken, and whether any security at all had been taken for its payment.

Ans. I cannot do it from memory; this includes the New York stockholders, who only secured their stock by stock notes, without any security but their own notes.

ROBINSON CARNAN.

The above depositions of Cyrus M. Allen and Robinson Carnan, sworn to before me, at Vincennes, the 26th day of March, 1853.

D. McHENRY, *J. P.* [SEAL.]

The deposition of William F. Collum and others, taken by consent of parties, at the office of said Collum, in Jeffersonville, in the State of Indiana, to be read as evidence on behalf of the defendants, or some of them, in a suit pending in the circuit court of the United States for the district of Indiana, wherein Adam Ogilvie and others are plaintiffs, and the Knox Insurance Company, Levi Sparks and others, are defendants in chancery, the taking of said deposition being commenced at 2 o'clock in the afternoon of August 15th, 1853.

Said Collum being first duly sworn, deposes as follows, to questions asked by the defendants, (except himself and said In. Co.,) the plaintiff objecting to his competency.

Question 1st. Are you acquainted with Robt. N. Carnan, of Vincennes, in said State of Indiana?

Ans. I am acquainted with him.

2d question. Did you hear said Carnan, at said Jeffersonville, in February, 1850, say anything as to his being an agent of said Knox Insurance Co. to procure subscriptions for stock in said Insurance Co.? If yes, state particularly what time it was in said month to whom he made the statement, and what he stated as to his said agency, and what, if anything, as to the amount of stock before then subscribed for in said In. Co.?

Ans. In the latter part of Feb., 1850, said Carnan came to Jeffersonville, and said he was an agent of said In. Co. to procure subscriptions for stock therein, and to establish a branch of said insurance company at said Jeffersonville, and he then told me, and others in my hearing, that there had then been to the amount of seventy-five thousand dollars of stock in said insurance company subscribed for at Vincennes and on the Wabash river, and was secured. This statement was made in Simon Buttorff's store; John S. Buttorff was present, and I think said Simon.

Question 3d. Was anything in that conversation said as to the amount of exchange said In. Co. then had? If yes, state fully what was said on that subject.

Ans. He stated as a reason for establishing a branch of said In. Co. at Jeffersonville, that they then had on hand from thirty to forty thousand dollars of eastern exchange, which they could sell to better advantage at Jeffersonville than at Vincennes, and that as soon as the arrangement could be made they would send that exchange to Jeffersonville to the agent to be sold.

4th question. At the time the above statements were made by said Carnan, do you know whether any subscription for such stock had been made at Jeffersonville?

Ans. I think no subscription for such stock had then been made at Jeffersonville.

5th question. Did you hear said Carnan make said statement more than once? If yes, how often?

Ans. He repeated them to me several times; I cannot say exactly how often.

6th question. At the time said statements were so made and repeated, did you know or have the means of knowing whether the same were true or false? and if yes, state your knowledge or means of knowledge on that subject.

Ans. I then had no means of knowing the truth or falsity of them, and from his statements and character I believed them to be correct.

7th question. At any of the times you have mentioned, did said Carnan show you or offer to show you any written statement of the condition of said insurance company?

Ans. No, he did not.

8th question. Did said Carnan tell you what amount of stock he wished to have subscribed at Jeffersonville? If yes, what was the amount?

Ans. I do not think he told me the amount.

9th question. Did you learn at any time that the foregoing statement of said Carnan as to amount of stock subscribed at Vincennes and in the Wabash, and the amount of exchange on hand, was untrue? If yes, at what time did you learn so?

Ans. The exchange never came, and I did not learn as to the amount of stock subscribed till after Messrs. Savittz and Hughes returned from Vincennes, where they went as a committee in Sept., 1850.

Cross-examined by Mr. Judah for the Plaintiffs.

Question 1st. How many times had said Carnan been here on that subject before you subscribed?

Ans. I think I subscribed the first time he was here. I did not, however, subscribe any paper for stock as I remember, but I gave a note, either at the time or a few days after, and he gave a certificate for stock, or rather a memorandum; I never got any certificate from the In. Co. for the stock.

Question 2d. How did you pay or secure the 10 per cent. on your stock?

Ans. I gave an acceptance for $200 in June, 1850, which was taken up and a new one given Sept. 28th, 1850.

Question 3d. When said Carnan told you there was $75,000 of stock subscribed, did that include the New York stock?

Ans. I understood it was exclusive of the New York stock; that there was that amount of bona fide and reliable stock on the Wabash and at Vincennes. He spoke, also, of there being some nominal stock at New York.

Question 4th. Was there an agency of said In. Co. established at Jeffersonville, and was there notice of it given in the newspapers?

Ans. I believe there was.

Question 5th. Was there any understanding between you and said Carnan as to the amount of stock to be taken, respectively, at Jeffersonville and at Vincennes?

Ans. Carnan was anxious that a certain amount should be taken at Jeffersonville, but I don't recollect the amount; I don't know of any understanding that an equal amount should be taken at each place.

Direct Examination again.

Question 1st. Do you or not mean to say, in answer to plaintiffs' 4th question, that a notice of such agency was published in the newspapers?

Ans. I have no recollection of ever seeing any such publication, and don't know that it was published.

And further says not.

W. F. COLLUM.

Also the deposition of George F. Savitz, taken in behalf of said defendants, (except said In. Co.) Said Savitz being first duly sworn, deposes as follows, in answer to questions, (pl'ffs objecting to his competency.)

Question 1st. Were you an agent of the Knox In. Co. to procure subscriptions of stock in said Co. at Jeffersonville? If yes, when did you become such agent? Did you procure any subscriptions for such stock, and whom did you procure to subscribe?

Ans. I was appointed an agent of said In. Co. about March 9, 1850, and was directed to obtain subscriptions of stock, and I procured Henry French, Ben. F. Marsh, John Dixon, John F. Read, Dutee Underwood, George Schwartz, Simon Buttorff, (for $1,000,) Sophia Buttorff, Thos. S. Dean, George W. Schwartz, Sarah Maberry, Cynthia Maberry, Wm. G. Armstrong, Carter & Logan, John D. Woodburn, Thos. M. Eddy, William Leutz, James Smith, Jac. Schwartz, Thos. W. Prather, James Keigwin, (for $5,000,) Jas. Mitchell, and Ben. Taylor, to subscribe.

Question 2d. What, if any, representations as to the condition of said In. Co., or as to the amount of stock therein subscribed at Vincennes and on the Wabash, or as to the amount of exchange said In. Co. had on hand, did you make to all or any of those you procured so to subscribe?

Ans. I was not at Jeffersonville when said Carnan was first there in Feb., 1850; Doc. W. F. Collum, Samuel H. Patterson and others, told me, after my return, that said Carnan had stated here that seventy-five thousand dollars of stock in said In. Co. had then been subscribed at Vincennes, and on the Wabash; that they had $40,000 of eastern exchange on hand, and the design was to send it here to be sold. On the 9th of March, 1850, I received my appointment as such agent from said Carnan; I think I repeatedly mentioned to him in a general way the statements so reported to me by said Collum, Patterson and others; and said Carnan never corrected them, though I do not know as I at that time asked him directly if they were correct. Afterwards, in procuring persons to subscribe for said stock, I believe I, in all instances, told them that there then been $75,000 of the stock subscribed for at Vincennes, and on the Wabash, and that the Co. was in a very flourishing condition, and had about $40,000 of eastern exchange which they wished to send to Jeffersonville to be sold.

Question 3d. Did you so tell the persons you procured to subscribe before or after their subscription?

Ans. Before their subscription, and probably after, too.

Here the taking of this deposition was adjourned till to-morrow morning at 9 o'clock a. m.

JACOB GLOSSBRENNER, *J. P.* [SEAL.]

Aug. 16, 1853. Taking of said Savittz's deposition is resumed at 10 o'clock a. m.

Question 4th. State in what way persons became subscribers; whether they subscribed any stock-book, or other book, or paper; and if yes, what kind of a book or paper.

Ans. They signed a bill or note for 90 per cent. of their subscriptions, and either paid the cash or gave a bill or note for 10 per cent. of it. They signed no book or other paper. I think that generally where notes were given as above for the 10 per cent., they were soon after taken up, and bills of exchange given in place of them.

Question 5th. Did you have a conversation in May, 1850, with Cyrus M. Allen; if yes, was anything said, and what, as to whether the Jeffersonville stockholders did or not wish more stock subscribed for? State the particulars.

Ans. Said Allen was in Jeffersonville in early part of May, 1850, and I told hin of the amount of stock then subscribed at Jeffersonville, and that I could increase it soon, but that from a written statement he then had with him of the condition of the In. Co., and from his statement that there would be a dividend in July then next of 25 per cent., I told him it was the wish of some of the stockholders here that the stock should not be increased till after the dividend; I had heard of the contents of said written statement a few days before it was shown me by Allen.

Question 6th. At the time of said conversation with said Allen, did you know or had you in any way been informed that less than $75,000 had been subscribed at Vincennes and on the Wabash? if yes, state how you knew it, or had been informed of it.

Ans. I had no knowledge that the stock at Vincennes, and on the Wabash, was less than $75,000; and I had no information on that subject, except that said Allen, during that visit, remarked to me that the stock at Vincennes was about $50,000. I paid no particular attention to this at the time, and did not know as it was intended to include any more than subscribers living at Vincennes. I do not remember whether this remark by said Allen was made before or after I had mentioned to him the wish of some Jeffersonville stockholders, that no more stock should subscribed till after the dividend.

Question 7th. At the time of said conversation with Allen, state, if you can, whether any of the Jeffersonville stockholders had any information, or means of information, that the stock subscribed at Vincennes and on the Wabash was less than $75,000; and, if you can, state the information they had.

Ans. I do not know of any of them having any information, or means of information, on that subject.

Question 8th. Did you and Wm. Hughes go to Vincennes for the purpose of examining into the amount of stock and condition of said In. Co.; if yes, when did you go, and when return?

Ans. We went there for that purpose. We started in the beginning of Sept., 1850, and returned some time between the middle and the last of said month.

Question 9th. State, if you can, when the last meeting of the board of directors at Jeffersonville was holden.

Ans. On the 13th of Aug., 1850.

Question 10. When did you first ascertain the true amount of stock subscribed at Vincennes and on the Wabash?

Ans. When Hughes and I visited Vincennes in Sept., 1850; I had suspicion on the subject a short time before, and it was in consequence of such suspicions that Hughes and I went to examine.

Question 11th. State how you came to have suspicions on the subject at first.

Ans. R. A. Carnan was at Jeffersonville just before and at the time of the meeting of the board, Aug. 13, 1850, and was desirous the Jeffersonville stockholders should raise funds to pay a loss at Owensborough; the Jeffersonville subscribers were unwilling to do so, without first having a statement of the condition of the In. Co.; Carnan then telegraphed for such a statement, and the annexed paper, marked "Deft's Ex. W.," was received in reply; in it I observed the stock was stated at $97,000; this was what excited my suspicion.

Question 12. Had you, after said statement, "Ex. W.," was received, any conversation with said Carnan as to the amount of stock as therein stated; if yes, what did you and he say on the subject to each other?

Ans. I called his attention to the fact, that the stock was stated in that paper as only $97,000, and they had $75,000 at Vincennes, and we had at Jeffersonville $69,300. He said he supposed the $97,000 must be an error, for the stock at Vincennes was about $45,000, and there was some $15,000 more taken on the Wabash, which was good, but had not been secured, and he supposed was not included in the $97,000; I told him that those amounts did not make their stock up to $75,000, and he replied that he supposed there was some $10,000 or $12,000 of the Jeffersonville stock not included in the $97,000; he said the receipts of the In. Co., since the 1st quarterly statement, had averaged from $8,000 to $10,000; the *words* "paid" in the margin of "Ex. W." *were* written by Carnan, who said the losses opposite to which he wrote that word had been paid. I asked him why it was they were in such a press for money, when they had reported they had $40,000 of eastern exchange, and their receipts had averaged $8,000 or $10,000 a month; he said they had actually paid out for losses $40,000, and that the gross amount of losses had been $50,000. I do not profess to state the exact language used, but I state the substance of the ideas conveyed.

Question 13th. Did said Carnan, in that conversation, say anything as to there being any mistake or misunderstanding as to the subscriptions at Vincennes and on the Wabash being $75,000; if yes, what did he say?

Ans. He did not say anything further than as stated in my last answer.

Question 14th. Do you know whether certificates for stock were ever received by all or any of the Jeffersonville subscribers? if yes, state who so received them, and how many.

Ans. I know some of them received such certificates, but I can't say who of them. I think Carnan handed me a bundle of them in March, and that they were all, or most of them, delivered by me to the persons for whom they were intended. But all the subscribers did not get certificates through me, and I never got any for my own stock.

Question 15. When you and Hughes were at Vincennes did you compare the statement of the condition of the In. Co. made by Ryan, dated April, 1850, with the books of the In. Co.? If yes, was it or not correct, as compared with the books, and what, if anything, did you say to said Allen of its correctness?

Ans. Mr. Hughes and I had extracts made from the books of the In. Co., and compared said statement with them, and it agreed with them. I have no recollection of saying, or of Hughes saying, to Allen that the statement agreed with the books. I may have said so, but am sure, if I did say so, I also said there must have been a large amount of losses, known to them at the date of said statement, which had not been entered on the books. I came to this conclusion, they must have known of other losses at the date of said statement, from the dates of such losses as I saw them entered on the book. That statement purported to show the condition of the In. Co. on the 31st of March, 1850. It was dated (I think) April 22, 1850, and was shown in Jeffersonville, first, some time about 4th of May, 1850, and said Allen then told me there had been no other losses of which they were informed, except a small one in St. Louis.

Question 16th. Do you know whether or not it was generally understood or believed at Jeffersonville that said Carnan had made statements as to the amount of stock subscribed at Vincennes and on the Wabash? If yes, what was he believed or understood to have stated?

Ans. I believe it was generally understood and believed in Jeffersonville that said Carnan had stated here that there was $75,000 of stock subscribed in said In. Co. at Vincennes and on the Wabash, and that they had $40,000 of eastern exchange on hand. "By the general belief," I mean to include such persons only as would be likely to take an interest in such matters.

Question 17. Was there any understanding, and if any, what, between you and said Carnan, or between any of the subscribers at Jeffersonville and Carnan, as to the amount of stock to be subscribed at Jeffersonville?

Ans. I do not know what understanding on that subject there may have been between Carnan and the other Jeffersonville subscribers. Between him and myself, I always understood he was willing to have as much as I could get.

Question 18. Had you any conversation with said Carnan at Jeffersonville, in or about May, 1850, in which he expressed any regret that so much stock had been subscribed at Jeffersonville, and that it was a great deal more than they had at Vincennes and on the Wabash; or anything to that or the like effect?

Ans. No; I never had any such conversation, or to any such effect.

Question 19. Did said Carnan, at any time, tell you anything as to William Burtch being a subscriber for stock? If yes, what did he tell you, and when?

Ans. He either told me, or said it in my presence, that William Burtch was a subscriber for $5,000 of said stock. I think it was in Aug., 1850.

Question 20. When you and Hughes were at Vincennes, did you make known there the false representations under which the people at Jeffersonville had been induced to subscribe? If yes, to whom did you make it known, and what did you say?

Ans. I do not recollect that we did directly do so, either to Carnan or Allen; but we did tell Heberd, Maddocks, and one or more of the Wises, that the people at Jeffersonville had been deceived; that they had been told before they subscribed there was $75,000 of stock taken at Vincennes and on the Wabash, when, in fact, there had been but a small portion of that amount so taken; and that we did not know what the Jeffersonville subscribers would do on the subject, but that we thought, as things then stood, they would not do anything.

Question 21. Do you recollect of said Allen and Hiberd being at Jeffersonville shortly after your return? If yes, was anything, and what, said by you, or by any others in your hearing, to them, by way of objection to the manner in which the Jeffersonville people were induced to subscribe for said stock?

Ans. There was quite a number of the stockholders, together with said Allen and Hebard, at Jeffersonville, at which Mr. Sparks told them the Jeffersonville subscribers felt they had been deceived very badly, and they were not disposed to do anything more, unless the Vincennes people could arrange the matter as to their stock so as to be satisfactory. The other Jeffersonville subscribers then present, so far as I know, acquiesced in what Sparks said.

Question 22. Did said Allen and Heberd, or either of them, at that time, or said Allen or Carnan, at any time, after you discovered the amount of stock actually subscribed at Vincennes and on the Wabash, make any promises as to making their stock up to $75,000? If yes, what did they say or promise, and which of them, and when?

Ans. At the time Allen and Heberd were at Jeffersonville, they both, and I think both Allen and Carnan immediately afterwards, repeatedly said they would make up their stock to $75,000.

Questions by Complainant.

1st. State your knowledge, if any you have, in relation to notices of calls made by the directors at Vincennes on the stockholders.

Ans. I only know that some notices of such calls to some of the Jeffersonville stockholders were received through the post office.

2d. State how the local board was organized at Jeffersonville.

Ans. By resolution of the Vincennes board.

3d. Did that local board meet from time to time? how often, and at what time?

Ans. On April 18, 1850; April 23, 1850; May 28, 1850; June 25, 1850; July 23, 1850; and August 13, 1850.

And further said Savitts says not.

GEORGE F. SAVITZ.

Also the deposition of George Schwartz, taken in behalf of the defendants, (except himself and said In. Co.,) this 16th of Aug., 1853, the plaintiffs objecting to his competency.

Said Schwartz, being of lawful age and first duly sworn, deposes as follows:

1st question by def'ts. Do you know Rob't N. Carnan, of Vincennes?

Ans. I have seen him a few times, and presume I would know him now if was to meet with him.

Question 2d. Did you hear said Carnan, in Feb., 1850, say anything as to the amount of stock in the Knox In. Co. then subscribed? If yes, state what he said, when and where it was, and to whom he said it.

Ans. I met with him on his first visit to Jeffersonville as agent for said In. Co., in Simon Buttorff's store—I do not remember the exact time—and was introduced to him by said Buttorff as a farmer from the country, who would probably take stock. He sat down beside of me and told me his business. He said the amount of stock then subscribed at Vincennes was $70,000 or $75,000. He also said the reason why they wanted a branch at Jeffersonville was, that they had, and probably would have, more bills of exchange which they could use to better advantage by having a branch at some town on the river. He said they had been in operation some six or eight months, (I don't recollect the exact time,) and they then had on hand 20 or 25 per cent. of a dividend, and if we at Jeffersonville would take an amount of stock as large as they had taken, we should have an equal share with them of the dividend. The conversation was between Carnan and myself.

And further said Schwartz says not.

GEORGE SCHWARTZ.

The further taking of depositions is adjourned till to-morrow at 3 o'clock p. m.

JACOB GLOSSBRENNER, *J. P.* [SEAL.]

August 17, 1850. Met at 3 o'clock p. m., and proceeded to take the deposition of Samuel H. Patterson in behalf of the defendants, (except said Knox In. Co.) Said Patterson being first duly sworn, deposes as follows:

1st question. Do you know Rob't N. Carnan, of Vincennes, Indiana?

Ans. I do know him.

Question 2. Did you hear said Carnan in Feb., 1850, at Jeffersonville, say anything as to the amount of stock in the Knox In. Co. subscribed at Vincennes, and on the Wabash? If yes, what did he state, and to whom and for what purpose?

Ans. Said Carnan came to Jeffersonville about the 20th of February, 1850. He said he was agent of said In. Co. to procure subscriptions of stock therein. I think I was the first he talked with at Jeffersonville on that subject. He said there had then been about $75,000 of stock in said In. Co. subscribed for, besides the New York stock, and all was paid or secured except some subscriptions on the Wabash, which he considered secure because the men were good. The New York stock, he said, had not been paid or secured, and they wanted to get rid of it. He made the foregoing statement to me in the first instance. I afterwards introduced him to Simon Buttorff, John S. Buttorff, Woods Mabary, and perhaps some others, and I heard him make substantially the same statement to them. He said he wanted to get stock enough subscribed here, so as to have a branch here.

Question 3. State whether or not the foregoing statement, or substantially the same, soon became generally known among the business men of Jeffersonville.

Ans. I understood it was generally known among those of them I talked with.

And further said Patterson says not.

S. H. PATTERSON.

STATE OF INDIANA,
Clark County.

I, Jacob Glossbrenner, a justice of the peace in and for said county, certify that the foregoing depositions of Wm. F. Collum, George F. Savittz, George Schwartz and Samuel H. Patterson were severally taken at the office of said Collum, in Jeffersonville, in said county, at the times and for the purpose stated in the captions thereof; that each of said deponents was first duly sworn by me to testify the truth, and the whole truth, in said suit. That Samuel Judah attended the taking in behalf of the plaintiffs, and R. Crawford in behalf of the defendants, (except said In. Co.,) and that said depositions were written in their presence, by their consent, and were duly subscribed by said deponents severally. And I enclose said depositions, and the paper mentioned in the deposition of said Savitts as "Deft's Ex. W," in an envelope, seal the same, and address it to the clerk of the circuit court of the United States for the district of Indiana, at Indianapolis, Ind.

Witness my hand and seal as such justice of the peace at said county, this 17th of August, 1850.

JACOB GLOSSBRENNER, *J. P.* [SEAL.]

And at a circuit court holden at Indianapolis on the (1st) first day of December, in the year aforesaid, before the Honorable H. H. Leavitt, judge as aforesaid, comes now Samuel Judah, esq., and files bond for costs for Charles N. Harding, Leonard L. Hyatt, James Montgomery and Samuel Montgomery, Shropshire and Massey, McClusky, Anglerodt and Barthe, who were admitted party complainants in this suit, and day is given the parties.

And afterwards, to wit, at a circuit court begun, continued and holden at Indianapolis, in said district, on the 17th day of May, in the year 1854, that being the 3d judicial day of the May term of said court, before the Hon. Elisha M. Huntington, judge of said district.

By agreement of parties—Mr. Judah for complainants, and Mr. Crawford for defendants, George W. Savits, and Mary J. Savitz, his wife—service of subpœna to answer the bill and amendment of complainant against them is acknowledged, and that the answer of defendants on file, now on file, shall stand for the answer of said Savitz and wife, who also admit the execution of the notes, bills, and mortgages, stated in said amendment; and thereupon the complainants move the court to suppress the depositions taken by said respondents of William F. Cullom, G. F. Savitz, and George Schwartz, because said deponents were parties defendants, and interested as such; and after argument had, the court gave further time to hear their decision thereon, and day is given.

And afterwards, to wit, at a circuit court held at the same place, and before the same judges, on the 23d day of May, that being the 8th judicial day of the May term of said court, come now on this day the parties, by counsel, and the court being sufficiently advised in the premises, overruled the motion heretofore entered to suppress depositions; and thereupon, on motion of complainants, this cause is set down for hearing during the present term of this court upon bill, answers, exhibits, depositions, &c., and day is given the parties.

And afterwards, to wit, at a circuit court begun, continued and holden at Indianapolis, in said district, on the 26th day of May, that being the 11th judicial day of the same term, before the same judge as aforesaid, now comes the Crescent Manufacturing Co., and N. H. Brigham, and file their several petitions to be made parties plaintiff in this suit, in these words and figures, to wit:

To the Hon. Circuit Court of the United States for that district of Indiana:

Your petitioner, the Crescent Manufacturing Company, which is a corporation created under the laws, and is a citizen of the State of Louisiana, respectfully shows that on the 5th of Sept., 1853, by the consideration of the Knox circuit court, in State of Indiana, she recovered against the Knox Insurance Company, which is a corporation under the laws of s'd State of Indiana, and a citizen of s'd State, a judgment for five thousand dollars for her damages in a certain suit in s'd court, complainant of, together with her costs in that suit expended taxed at, to wit, twenty dollars.

And afterwards, to wit, on the 23d of March, 1854, your petitioners sued out of said Knox circuit court a writ tested by its clerk and seal, which commanded the sheriff of Knox county, in s'd State scriptions of stock therein. I think I was the first he talked with at Jeffersonville on that subject. He said there had then been about $75,000 of stock in said In. Co. subscribed for, besides the New York stock, and all was paid or secured except some subscriptions on the Wabash, which he considered secure because the men were good. The New York stock, he said, had not been paid or secured, and they wanted to get rid of it. He made the foregoing statement to me in the first instance. I afterwards introduced him to Simon Buttorff, John S. Buttorff, Woods Mabary, and perhaps some others, and I heard him make substantially the same statement to them. He said he wanted to get stock enough subscribed here, so as to have a branch here.

Question 3. State whether or not the foregoing statement, or substantially the same, soon became generally known among the business men of Jeffersonville.

Ans. I understood it was generally known among those of them I talked with.

And further said Patterson says not.

S. H. PATTERSON.

STATE OF INDIANA,
Clark County.

I, Jacob Glossbrenner, a justice of the peace in and for said county, certify that the foregoing depositions of Wm. F. Collum, George F. Savittz, George Schwartz and Samuel H. Patterson were severally taken at the office of said Collum, in Jeffersonville, in said county, at the times and for the purpose stated in the captions thereof; that each of said deponents was first duly sworn by me to testify the truth, and the whole truth, in said suit. That Samuel Judah attended the taking in behalf of the plaintiffs, and R. Crawford in behalf of the defendants, (except said In. Co.,) and that said depositions were written in their presence, by their consent, and were duly subscribed by said deponents severally. And I enclose said depositions, and the paper mentioned in the deposition of said Savitts as "Deft's Ex. W," in an envelope, seal the same, and address it to the clerk of the circuit court of the United States for the district of Indiana, at Indianapolis, Ind.

Witness my hand and seal as such justice of the peace at said county, this 17th of August, 1850.

JACOB GLOSSBRENNER, *J. P.* [SEAL.]

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And afterwards, to wit, at a circuit court begun, continued and holden at Indianapolis, in said district, on the 17th day of May, in the year 1854, that being the 3d judicial day of the May term of said court, before the Hon. Elisha M. Huntington, judge of said district.

By agreement of parties—Mr. Judah for complainants, and Mr. Crawford for defendants, George W. Savits, and Mary J. Savitz, his wife—service of subpœna to answer the bill and amendment of complainant against them is acknowledged, and that the answer of defendants on file, now on file, shall stand for the answer of said Savitz and wife, who also admit the execution of the notes, bills, and mortgages, stated in said amendment; and thereupon the complainants move the court to suppress the depositions taken by said respondents of William F. Cullom, G. F. Savitz, and George Schwartz, because said deponents were parties defendants, and interested as such; and after argument had, the court gave further time to hear their decision thereon, and day is given.

And afterwards, to wit, at a circuit court held at the same place, and before the same judges, on the 23d day of May, that being the 8th judicial day of the May term of said court, come now on this day the parties, by counsel, and the court being sufficiently advised in the premises, overruled the motion heretofore entered to suppress depositions; and thereupon, on motion of complainants, this cause is set down for hearing during the present term of this court upon bill, answers, exhibits, depositions, &c., and day is given the parties.

And afterwards, to wit, at a circuit court begun, continued and holden at Indianapolis, in said district, on the 26th day of May, that being the 11th judicial day of the same term, before the same judge as aforesaid, now comes the Crescent Manufacturing Co., and N. H. Brigham, and file their several petitions to be made parties plaintiff in this suit, in these words and figures, to wit:

To the Hon. Circuit Court of the United States for that district of Indiana:

Your petitioner, the Crescent Manufacturing Company, which is a corporation created under the laws, and is a citizen of the State of Louisiana, respectfully shows that on the 5th of Sept., 1853, by the consideration of the Knox circuit court, in State of Indiana, she recovered against the Knox Insurance Company, which is a corporation under the laws of s'd State of Indiana, and a citizen of s'd State, a judgment for five thousand dollars for her damages in a certain suit in s'd court, complainant of, together with her costs in that suit expended taxed at, to wit, twenty dollars.

And afterwards, to wit, on the 23d of March, 1854, your petitioners sued out of said Knox circuit court a writ tested by its clerk and seal, which commanded the sheriff of Knox county, in s'd State of Indiana, of the property of s'd Knox Insurance Company to make s'd damages and costs, and have the same before s'd court to render to your petitioner, which writ on the day last aforesaid was put into the hands of s'd sheriff to be executed, who afterwards, to wit, on the of , 1854, returned s'd writ with his endorsement thereon, that s'd Knox Insurance Company had no property in his county out of which to make any of s'd moneys *are* still due your petitioner.

Adam Ogilvie and others have filed their bill in chancery in s'd United States court in behalf of themselves, as judgment creditors, and of all others who may come in as parties thereto, and against s'd insurance company, and divers other persons alleged to be indebted to s'd insurance company, praying that s'd debtors may be decreed to pay s'd pl'tffs, which suit in chancery is now pending in s'd United States court.

Your petitioner therefore prays that *they* may be made a party plaintiff thereto, and recover s'd damages, interest and cost, and have all other proper relief; and, as in duty bound, &c.

THOMAS, &c.,
For Petitioner.

And afterwards, to wit, on the 29th day of May, that being the 13th judicial day of said term before the same judge as aforesaid, now come the parties; and it appearing to the court, that on the 12th day of May, 1853, and at the May term of the court, the following persons filed their petitions to be admitted as joint complainants, to wit, John P. Morton and Henry A. Griswold, R. N. Byene, John Coulson, Sampson Caviess, George A. Trowbridge and Oliver Noyes, Henry Covington, Abbey and Rose, and Hibbard & Company, and Simon D. Powers; and also that on the 6th day of December, 1853, Samuel P. Hall, John Ludlow and Elisha R. Sprague, and Henry R. Root, filed their petition to be admitted as said complainants, and were at said dates directed by the court to be so admitted of the respective date aforesaid: it is therefore ordered, that the said parties be and are admitted as such parties complainant, now for then, as of the above respective dates, and the bonds herein filed are approved.

And afterwards, to wit, at a circuit court begun, continued, and holden at the same place, and before the same judge as aforesaid, on the 2d day of June, in the year 1854, that being the seventeenth judicial day of said term of said court, come now Benjamin F. Baker, Andrew J. Low and Robert Whiting, by S. Judah esq., and upon motion they are admitted parties complainant to this suit; and thereupon come the parties by counsel, and after reading the evidence to the court this cause is continued until tomorrow morning, 8 o'clock, for further hearing.

And on the 3d day of June, that being the 18th judicial day of said term of said court, before said judge, come now on this day the parties by their solicitors, and this cause being set down for hearing, and arguments of counsel being heard, the court, not being sufficiently advised in the premises, give the parties further day to hear their decision thereon, and day is given.

And on the 7th day of June, in the year aforesaid, that being the 20th judicial day of said court before said judge—

This case being set down for hearing upon bill, answers, exhibits, exceptions, &c., and arguments of counsel, it is continued until the next term of court, under advisement.

And afterwards, to wit, at a circuit court begun, continued and holden at Indianapolis, in said district, on the 19th day of December, that being the 26th judicial day of the November term of said court, before the Hon. Elisha M. Huntington, judge aforesaid.

On motion of Mr. Judah, for the complainants, it appearing to the satisfaction of the court that the bill in this case was prepared and filed, and the cause argued on demurrer, and depositions taken on each side, and the cause argued for submission at the expense of the parties represented in this court by Mr. Judah, and that other parties have been admitted as complainants since the filing of the bill, who are now represented in this court by Mr. Thomas and others, and who have not contributed to the expense *of the expense* of the above proceedings: therefore it is ordered, that John L. Ketchum, master in chancery, inquire and determine the reasonable amount of the expenses for counsel and other fees to be allowed for the said proceedings, and the proportions thereof which ought to be paid by the parties represented by Mr. Judah, and the parties represented by Mr. Thomas, and the others respectively; that he notify Mr. Thomas and the other counsel of his determination therein, and make report of his proceedings to the next term of this court, and that at said term such parties show cause, if they can, why such contribution shall not be made. And this cause is continued.

And afterwards, to wit, at a circuit court begun, continued and holden at Indianapolis, in said district, on the 30th day of May, in the year of our Lord 1855, that being the 9th judicial day of the May term of said court, before the same judge as aforesaid, Alfred Erkim, by N. C. McLean, comes and files his petition to be made a party complainant in this cause.

Circuit Court of the United States for the district of Indiana.

ADAM OGILVIE and others
vs.
THE KNOX INSURANCE CO., LEVI SPARKS,
and others.

Your petitioner, Alfred Enkim, who petitions for the use of Calvin Corning, both residents and citizens of the State of Ohio,

respectfully states, that he is a creditor of the Knox Insurance Company, a corporation lately doing business in the State of Indiana, as follows: That at the October term of the superior court of Hamilton county, State of Ohio, in the year 1851, by the consideration of said court, your petitioners recovered a judgment against the said the Knox Insurance Company for the sum of six hundred and ten dollars and thirty cents, and costs; that the said judgment remains in full force, and wholly unpaid and due; that the said the Knox Insurance Co. is notoriously insolvent, and wholly destitute of property subject to execution. Thereupon, inasmuch as otherwise he will be without any remedy for the money so as above stated due to him, he respectfully prays that he may be permitted as a creditor to come in with the complainants in a certain suit in chancery now pending in court, wherein Adam Ogilvie and others are complainants, and the Knox Insurance Company and others are defendants, and thereby, as such creditor, with said complainants, recover such relief as may be just.

N. C. McLEAN,
Sol'r for Petitioner.

And afterwards, on the 1st day of June, that being the 11th day of said term of said court, before the same judge as aforesaid, the parties now come, and it appearing that on the petition of George W. Atchison heretofore filed the said George was made a party complainant to this bill, it is now, by the consent of Mr. Judah, for the complainant, and Mr. Crawford, shall stand for the answers of the said George, and that this order shall stand as if made on the 1st day of May term, 1854.

And said cause was continued from day to day, and from term to term, until the 30th judicial day of the November term for the year 1856.

Present, the same judge as aforesaid.

And after further argument, the court take the same under advisement until the next term of this court.

And afterwards, to wit, at a circuit court begun, continued, and holden at Indianapolis aforesaid, on the 9th day of June, in the year of our Lord 1857, that being the 20th judicial day of the May term of said court for said year. Present, the Hon. Elisha M. Huntington, judge as aforesaid.

At this time the complainants in the bill mentioned, by Samuel Judah, their counsel, and the defendants, by R. Crawford, their counsel, and it is ordered, adjudged, and decreed by the court, that the bill of complainants be dismissed; and thereupon it is ordered, on motion of said complainants, that an appeal be granted to the said complainants in this case to the Supreme Court of the United States, on the bond of Samuel Judah, as security for the complainants, to be filed within six months, in the sum of five hundred dollars.

Which bond was accordingly filed, and is in these words, to wit:

Whereas, in a certain suit in chancery pending in the circuit court of the United States for the district of Indiana, at the late May term thereof, wherein Adam Ogilvie and sundry other persons were complainants, and the Knox Insurance Company, Levi Sparks, and sundry other persons were defendants, *on* an appeal to the Supreme Court of the United States was prayed by and granted to the complainants, on condition that an appeal bond was filed by Samuel Judah, as surety for the appellants, in the sum of five hundred dollars:

Therefore, know all men, that I, Samuel Judah, of Vincennes, Indiana, *are* held and firmly bound unto the Knox Insurance Company, and Levi Sparks, for the use of themselves and the other parties defendants to said suit, in the full sum of five hundred dollars:

Provided, nevertheless, that if the complainants and appellants in said suit shall well and truly prosecute said appeal, and shall pay all costs which may be adjudged against them on said appeal, then the above obligation shall be null and void, else to remain in full force and virtue.

Witness my hand and seal the 19th day of June, 1857.

SAM'L JUDAH. [SEAL.]

Executed in the clerk's office C. C. U. S., Ind. dist., 19th June, 1857.

H. BASSETT, *Clerk.*

I, Horace Bassett, clerk of said court, do hereby certify the within and foregoing to be a true and correct copy from the records now in my office in the above entitled case.

In testimony whereof I have hereto set my hand and affixed the seal of said court, on this 17th day of December, in the year of our Lord one thousand eight hundred and fifty-seven.

[L. S.]

H. BASSETT, *Clerk.*

Filed 4th May, 1858.